



COLORADO

**Strategic Wildfire
Action Program**

Department of Natural Resources

COSWAP Workforce Development Grant Request for Applications

Background

The Colorado Strategic Wildfire Action Program (COSWAP) addresses the urgency and need of reducing wildfire risk in the state of Colorado through workforce development and landscape-scale fuels reduction projects. Supporting wildfire mitigation workforce development includes engaging conservation corps or Department of Corrections' (DOC) State Wildland Inmate Fire Teams (SWIFT) on priority wildfire mitigation projects as well as funding wildfire mitigation workforce training.

For more information on COSWAP visit: [CO Strategic Wildfire Action Program | Department of Natural Resources \(DNR\)](#).

Program Information

COSWAP's Workforce Development Grant is a one-time opportunity to address the urgency and need for wildfire mitigation work on the ground and training opportunities for the growing workforce. Grant funds can be used on all land ownership types across the state.

COSWAP will accept applications on a continual basis and review monthly starting February 14, 2022 until the available funds are allocated. Applicants are encouraged to apply early because funds are limited and conservation corps and DOC SWIFT crew schedules fill quickly. Projects need to be completed by December 31, 2023.

The COSWAP workforce development program can fund two types of projects:

1. **Wildfire mitigation work completed by a conservation corps or DOC SWIFT crew.** These organizations may include DOC SWIFT, Colorado Youth Corps Association (CYCA) accredited conservation corps or a non-CYCA accredited conservation or veterans corps. All conservation corps must work within the Strategic Focus Areas described in the eligibility section. DOC SWIFT crews are the only crew awards available statewide.

What is a conservation corps?

According to The Corps Network, corps are locally-based organizations that engage young adults (generally ages 16 - 30) and veterans (up to age 35) in service projects that address recreation, conservation, disaster response, and community needs.

(<https://corpsnetwork.org/about-us/what-is-a-corps/>). Please contact COSWAP staff if you have questions about whether an organization you are requesting to work with is a conservation corps.

2. **Wildfire mitigation workforce training.** To better develop Colorado's current workforce COSWAP will fund training opportunities for mitigation and prescribed fire. These trainings are only available in Strategic Focus Areas described in the eligibility section. Participants of a COSWAP

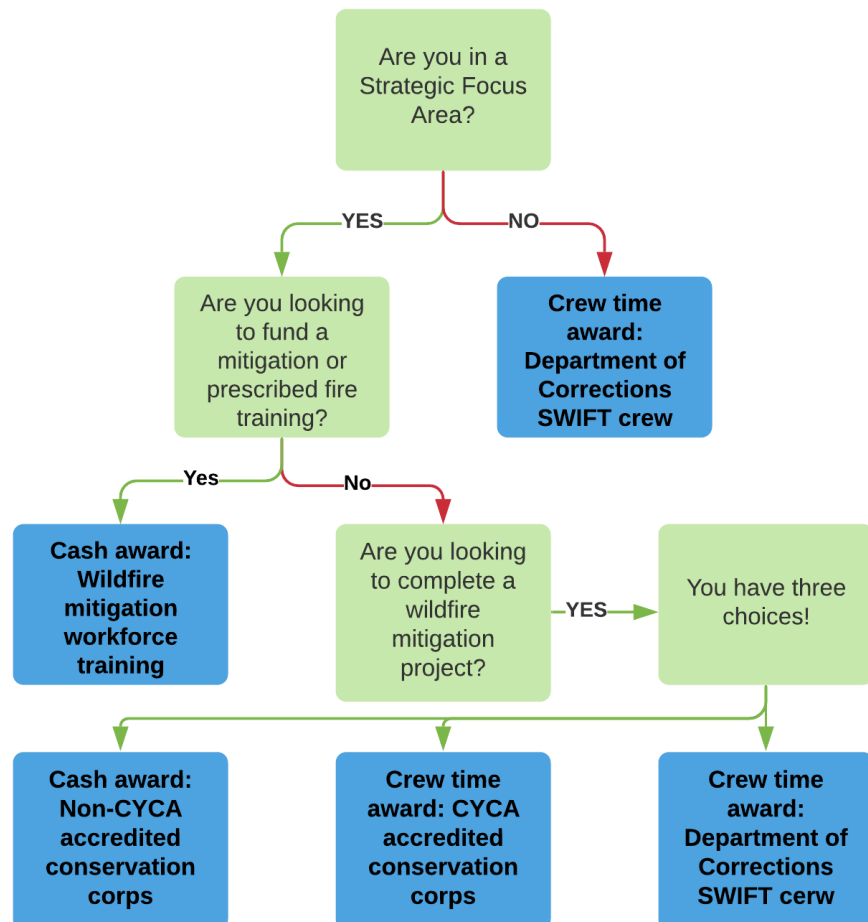
funded training are required to complete a mitigation project within one year of the training and describe this project in the application. Successful applicants are required to submit a project report within one year of the training.

The COSWAP workforce development program has two funding mechanisms.

- A. **Crew time awards.** DNR has partnered with DOC's SWIFT program and CYCA to make awards in the form of crew time. These awards require no match but applicants must provide project management time. Projects can range in size from six weeks to twenty-five weeks. DOC SWIFT crews are available to work statewide and CYCA accredited conservation corps crews are only available in Strategic Focus Areas described in the eligibility section.
- B. **Cash awards.** Cash awards are for mitigation work completed by non-CYCA accredited conservation corps or wildfire mitigation workforce training. Applicants requesting training must identify a mitigation project to be completed within one year of the training by the trainees. Cash awards are only available in Strategic Focus Areas (described in eligibility section) and require a 25% cash or in-kind match of the awarded amount. Cash awards are issued on a reimbursement basis.

Disclaimer: COSWAP cannot guarantee work completed as a result of either crew time awards or cash awards will prevent future wildfires or minimize the damage from future wildfires. COSWAP will not guarantee the effectiveness or outcomes of any approved project.

Projects



1. Wildfire mitigation work completed by a conservation corps or DOC SWIFT crew

Crew time award (CYCA accredited conservation corps or DOC SWIFT):

Applicants can apply for crew time for wildfire mitigation projects completed by a CYCA accredited conservation corps or DOC SWIFT crew. Crew time awards can range from six to twenty five weeks of crew work and can span multiple years, but must be completed by December 31, 2023. Please visit 'Appendix D: Working with conservation corps and DOC SWIFT crews' for more information on crew schedules and working structure.

Mitigation projects must reduce potential wildfire risk to property, infrastructure, water supplies and other high-value assets, and/or limit the probability of wildfires spreading into populated areas.

Applicants requesting CYCA accredited conservation corps or DOC SWIFT crews must provide project management and oversight. Applicants must make a staff member or site supervisor available to meet with crews, identify the project boundaries, review the treatment prescription, supervise work onsite as needed, and collect pre- and post-treatment information for reporting. Applicants will be required to report project management time at the completion of their project. Project management time includes staff time, travel, leveraged equipment and resources. A template will be provided for reporting project management time if requested.

Cash award (Non-CYCA accredited conservation corps):

Applications requesting cash for wildfire mitigation projects completed by non-CYCA accredited conservation corps may not exceed \$100,000. Cash applications are required to provide at least 25% cash or in-kind match and can request an indirect fee up to 10% of the award amount. Indirect fees can cover administrative and facility costs and mitigation equipment.

A budget is required for all cash applications.

Strategic project requirement:

Proposed projects must be strategic to maximize the effectiveness of this program. Applicants will be required to describe the strategic nature of the project in the Application Narrative. Examples of strategic elements include:

- Projects that reduce hazardous fuels directly adjacent to communities and provide safe access routes to communities (fuelbreaks, ingress/egress)
- Projects adjacent to or within close proximity to lands that have been recently treated or are planned for treatment
- Projects that are part of a larger landscape-scale treatment effort
- Projects that protect critical infrastructure including evacuation routes, power and transmission lines, critical watersheds, healthcare facilities and emergency services.

Eligible project activities include but are not limited to:

- The creation or maintenance of fuel breaks, based on the current [CSFS guidelines](#);
- Fuels reduction designed to protect communities, infrastructure, water supplies, and/or reduce potential fire intensity.
- Chipping, as appropriate for hand crews, based on the current [guidelines](#); speak to your workforce development partner about chipper availability;
- Pile and broadcast burning. Speak to your workforce development partner about pile burning assistance. Crews performing broadcast or pile burns must have completed wildland firefighter training under [NWCG regulations](#).

Ineligible projects:

- Individual defensible space projects

Additional consideration will be given to projects that contain elements listed below

- Projects identified in a local or county Community Wildfire Protection Plan (CWPP), FEMA Hazard Mitigation Plan, or identified through a collaborative group or process. Approved CWPPs can be found on the [CSFS website](#).
- Projects that result in the protection of water supplies.
- Projects that benefit communities with fewer economic resources.
- Collaborative planning efforts.
- Projects that leverage interagency resources or equipment.

COSWAP reserves the right to grant an award type other than the one requested if appropriate.

2. Wildfire mitigation workforce training

Training is important to the development of Colorado's wildfire mitigation workforce. COSWAP funds are available for mitigation and prescribed fire training and certifications. COSWAP will cover the cost of the training, travel and [GSA approved](#) per diem rates.

Applications requesting cash for wildfire mitigation workforce training may not exceed \$100,000. Applicants with cash awards are required to provide a 25% cash or in-kind match and may request an indirect fee up to 10% of the award amount.

All participants of a training funded by COSWAP are required to complete a mitigation project within a year of the training. If possible, the project should relate to the training. Applicants will be asked to describe this project in the application and omitting the project will render an application incomplete. Time and materials utilized for the mitigation project may count towards the 25% match requirement. Awardees will need to complete a report for both the training and mitigation project.

COSWAP reserves the right to grant an award type other than the one requested if appropriate.

Qualified wildfire mitigation workforce trainings
S-130/S-190/L-180 Basic Firefighting and Wildland Fire Behavior
S-212 Powersaws* *Trainees should have completed S-130/S-190/L-180 before signing up for S-212
Prescribed Fire Training Exchange (TREX)

Eligibility

1. Applicants

Eligible Applicants:

- Federal agencies
- State agencies (DNR divisions please email courtney.young@state.co.us for specialized RFA)

- Local governments including counties, municipalities, fire protection districts and other special districts
- Tribes
- Public utilities with infrastructure or land ownership in areas of high wildfire risk
- Registered homeowner associations, property owners associations, formal neighborhood associations and road districts
- Wildfire Councils and/or wildfire, watershed or forest collaboratives
- Non-profit organizations that promote fuel reduction projects, are engaged in prescribed fire projects, or natural resource management
- Conservation corps are not eligible to apply for crew time awards but are eligible for cash awards

Ineligible Applicants:

- Individual property owners are not eligible to apply directly for this funding, they must partner with an organization or entity that is eligible to apply
- Conservation corps are not eligible to apply for crew time awards but are eligible for cash awards

Applicants must:

- Speak with DOC's SWIFT Program Manager or representative from their local CYCA-accredited conservation corps before submitting an application for crew time
- Demonstrate capacity to host a conservation corps, DOC SWIFT crew, or training
- Show the requested project reduces wildfire risk to communities and reduces hazardous fuel loads
- Have legal authority to administer and/or implement treatments on proposed project area(s), including all necessary permits or access permissions/rights for the proposed project area
- Agree to reporting, insurance, and liability requirements
- Comply with all applicable federal and state laws

2. Strategic Focus Areas and Eligible Project Locations

Department of Corrections (DOC) SWIFT

The COSWAP Workforce Development Grant is available for DOC SWIFT crews **statewide**.

Conservation corps

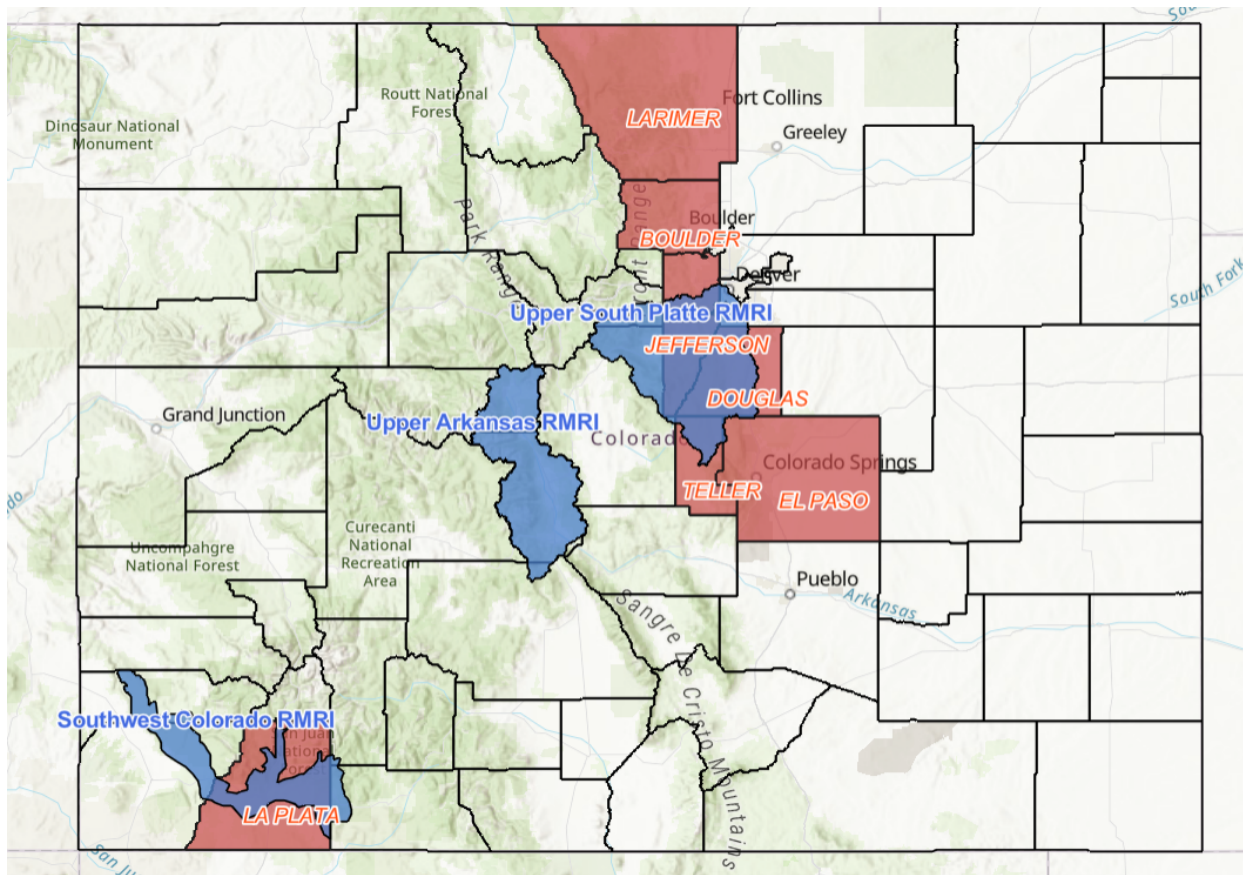
The COSWAP Workforce Development Grant is available for the utilization of conservation corps (CYCA accredited or non-CYCA accredited) in the following **Strategic Focus Areas***.

1. Boulder County
2. Douglas County
3. El Paso County
4. Jefferson County
5. La Plata County
6. Larimer County
7. Teller County
8. [Rocky Mountain Restoration Initiative](#) Focal Areas
 - a. Southwest Colorado (Parts of Dolores, Montezuma, and La Plata Counties)
 - b. Upper Arkansas (Chaffee and Lake Counties)
 - c. Upper South Platte (Parts of Arapaho, Clear Creek, Douglas, Jefferson, Park and Teller Counties)

*Understanding that strategic wildfire mitigation may need to cross county boundaries, up to 50% of a project may be outside a Strategic Focus Area if the work is contiguous with the proposed treatment or an area already mitigated.

Trainings

Awards made for wildfire mitigation workforce training are only available in Strategic Focus Areas. The training itself must be held in Strategic Focus Areas and trainees must be employed in Colorado.



Timeline

Application Release	February 1, 2022
1st Application Ranking	February 14, 2022
1st Notice of Awards	March 31, 2022
Applications will be accepted on a continual basis while funds are available. Applicants are encouraged to apply early. Award notices are sent approximately 45 days from application receipt.	
Project Completion Deadline	December 31, 2023

Process

1. Application

The COSWAP Workforce Development Application is available on the COSWAP website: <https://dnr.colorado.gov/divisions/forestry/co-strategic-wildfire-action-program>. Applicants are required to submit a complete application and map depicting the geographic location of the project. Applicants

requesting cash must complete the budget provided in the application. Applicants should submit a single pdf file to courtney.young@state.co.us with “COSWAP-Application-Project Name” in the subject line.

2. Evaluation and Ranking

COSWAP will accept applications on a continual basis and review monthly starting February 14, 2022 until the available funds are allocated. Applications are reviewed by subject matter experts and DNR staff based on alignment with the program and legislative criteria. Review Appendix B: COSWAP Ranking and Scoring Sheet for details.

3. Award Process

COSWAP staff will notify applicants of award decisions via email within 45 days of submission. Staff may contact applicants prior to 45 days with clarifying questions regarding the application. Following a successful grant award, the awarded applicant will receive an email from DNR with an acceptance letter and reporting requirements. If working with a DOC SWIFT crew or CYCA accredited conservation corps, the awardee will need to set up a site visit within two weeks. In the two weeks following the site visit, DNR will initiate the grant agreement process. No work can begin until the grant agreement is signed and initiated.

4. Reimbursement Process

The Workforce Development cash grant is a reimbursement grant and awardees may submit invoices to DNR quarterly as deliverables are accomplished. An invoice template and instructions will be provided upon award. Awardees can invoice DNR for training costs upon completion of the training. COSWAP funding must be repaid if no mitigation project is completed and reported on within one year of the training. DNR will pay CYCA accredited conservation corps and DOC SWIFT crews directly. Crew time awards do not have a reimbursement process.

5. Reporting Requirements

Awardees are required to submit quarterly progress reports to DNR and have 30 days after project completion to submit the final project report. Forms will be provided with the grant acceptance letter. If awarded CYCA accredited conservation corps crew time, applicants must additionally respond to a CYCA-generated project evaluation upon completion of the project.

Grant Agreement, Liability, Insurance, and Indemnification

All successful applicants will be required to enter a Grant Agreement with the State of Colorado as a condition of receiving the grant award. The Grant Agreement template is attached for reference as Appendix E. All successful applicants must agree to assume all liability related to the approved project and to indemnify and hold harmless the State of Colorado, CYCA, DOC SWIFT, and any CYCA-accredited conservation corps for any and all claims arising out of the approved project. The State, CYCA, DOC SWIFT, and any CYCA-accredited conservation corps will not be liable for any act or omission of any party as a part of an approved grant program that causes any harm or that fails to prevent or mitigate wildfire damage at any time in the future. All successful applicants will be required to maintain and provide proof of adequate insurance coverage as detailed in the Grant Agreement.

APPENDIX A: Supplemental Information

Information about Colorado's wildfire risk to life, property and infrastructure are found on the Forest Atlas:

<https://coloradoforestatlas.org/>

Colorado State Forest Service guidelines for fuelbreaks:

http://static.colostate.edu/client-files/csfs/pdfs/fuelbreak_guidelines.pdf

Forestry Best Management Practices to Protect Water Quality in Colorado:

<http://static.colostate.edu/client-files/csfs/pdfs/ForestryBMP-CO-2010.pdf>

Mulching: A knowledge summary and guidelines for best practices on Colorado's Front Range

https://www.fs.fed.us/rm/pubs_journals/2020/rmrs_2020_wolk_b001.pdf

Colorado Pile Construction Guide:

https://drive.google.com/file/d/1aG_3NNK1Fp8kYJFW8CtWBGGkG1zDmN_g/view

APPENDIX B: COSWAP Ranking and Scoring Sheets

This ranking sheet will be used for wildfire mitigation project requests.

Colorado Strategic Wildfire Action Program (COSWAP)		
Workforce Development Ranking Criteria		
Ranking Guidance: When supporting or funding projects of grants for the implementation of fuel reduction and wildfire mitigation projects, the DNR shall prioritize those projects with the greatest potential to protect life, property, and infrastructure.		
Project Name:		
Ranking Member Name:		
	Max Points	Project Score
Program Criteria and Eligibility		YES/NO
Is this an eligible applicant/project manager? (Y or N)		<input type="checkbox"/>
Is the project located in the Strategic Focus Areas? (Y or N) (SWIFT N/A)		<input type="checkbox"/>
Does the project reduce wildfire risk adjacent to communities and critical infrastructure (Y or N)		<input type="checkbox"/>
Is this prescription or treatment appropriate for the fuel type and location? (Y or N)		<input type="checkbox"/>
Wildfire Risk Information		
Is the project in a high risk area identified in Co-WRA or a local risk assessment? (Scale)	5	
Project is within 1/2 or less from an area at high-risk (5)		
Project is 1/2 -2 miles from an area at high-risk (3-4)		
Project is 2-5 miles from an area at high-risk (1-2)		
Project identified in a local or county CWPP or FEMA Hazard Mitigation Plan? (Scale)	5	
This project is specifically identified in a plan (5)		
This project is generally specified in a plan (2)		
Project Connectivity		
Does the project connect to planned or executed fuels reduction efforts? (Scale)	5	
Project Impact/Strategic Value		
Community Protection (Exact Score)	15	
Directly protects high density neighborhoods (15)		
Directly protects medium density neighborhoods (10)		
Directly protects low density neighborhoods (5)		
Critical Infrastructure (not water): Higher scores are given to more critical infrastructure and applications that more clearly describe the infrastructure and protection (Scale)	10	
Protects multiple pieces of critical infrastructure: evacuation routes, communication towers, power and/or transmission lines (10)		
Protects some critical infrastructure (5)		
Protects other infrastructure of value (evacuation centers, parks) (<5)		
Is the project located in a high priority subwatershed? (Exact Score)	5	
High priority subwatershed (5)		
Low priority subwatershed (1)		
Applicant has clearly described how the project directly protects critical water infrastructure (Scale)	5	
Biomass Utilization and Maintenance Plan		
Applicant provided a clear plan and deadline for removing any woody material/slash generated (Scale)	5	
Project maintenance is funded and planned (Scale)	5	
Leverage and Collaboration		
Does this project leverage outside funding or resources? (Scale)	5	
Is there a collaborative nature to this project? (Scale)	5	
Social Vulnerability		
Is the project within two miles of a socially vulnerable area? (Exact Score)	5	
Project is within two miles of a socially vulnerable area (5)		
Project is greater than two miles of a socially vulnerable area (0)		
TOTAL (Maximum 75 Points)	75	

This ranking sheet will be used for wildfire mitigation workforce training requests.

Colorado Strategic Wildfire Action Program (COSWAP)		
Workforce Development Ranking Criteria- Training		
Ranking Guidance: When supporting or funding projects of grants for the implementation of fuel reduction and wildfire mitigation projects, the DNR shall prioritize those projects with the greatest potential to protect life, property, and infrastructure.		
Project Name:		
Ranking Member Name:		
	Max Points	Project Score
Program Criteria and Eligibility		YES/NO
Is this an eligible applicant? (Y or N)		<input type="checkbox"/>
Is the training located in the Strategic Focus Areas? (Y or N)		<input type="checkbox"/>
Does the mitigation project involve all trainees?		<input type="checkbox"/>
Workforce Development		
Does the training increase the mitigation workforce?	10	
Is there a demonstrated need for this training?	10	
Is there a long term vision for utilizing the training and those trained?	10	
Mitigation project		
Does this project protect life, property and infrastructure?	10	
TOTAL (Maximum 40 Points)	40	

APPENDIX C: Grant Eligible Expenses

Crew Time Award Eligible Expenses	Crew Time Awards Ineligible Expenses	Cash Award Eligible Expenses	Cash Award Ineligible Expenses
DOC SWIFT or CYCA crew time for mitigation work	DOC SWIFT or CYCA crew time for individual defensible space or retro-fitting	Mitigation work completed by a conservation corps	Large/capital equipment purchases (chippers) or fire suppression equipment
		Prescribed Fire Training Exchange (TREX)	Hiring a full-time Wildfire Mitigation Specialist or mitigation crew
		Training for mitigation crews combined with a fuels treatment project and/or prescribed fire implementation	Hardware, software, technology, and office supplies
		Travel and GSA approved per diem associated with training	Uniforms
			Programing and/or outreach
			Food and beverage

APPENDIX D: Working with conservation corps and DOC SWIFT crews

Hosting CYCA accredited conservation corps and DOC SWIFT crews requires cooperation, communication, and shared responsibility. The chart below details how crews generally share responsibility. A project may require a different breakdown of responsibilities which can be determined as you plan the project.

Project Manager Responsibilities	CYCA Accredited Conservation Corps and DOC SWIFT Crew Responsibilities	DNR, COSWAP Responsibilities
Project planning and flagging project boundaries (if necessary)	Pre-project walk-through with project manager	Review applications, select projects and execute contracts
Pre-project site visit with crew staff	Crew supervision	Pay CYCA accredited conservation corps or DOC SWIFT crews for their work
Specialty tools (if necessary)	Crew members	Collect and review end of project evaluations
Depending on the complexity of the project the project manager may need to be available for oversight and direction throughout the duration of the project	Basic tools including chainsaws. (DOC SWIFT crews and some CYCA accredited conservation corps have chippers available)	
Quarterly project reports.	Transportation	
Certify that the project is complete, submit an end-of-project evaluation (CYCA only), and report project metrics to DNR		

Working with the CYCA accredited conservation corps

All applicants are required to reach out to their local corps before submitting their proposal. You can find a map showing where each corps is located, and the project development contact for that corps, on CYCA's website: <https://www.cyca.org/hire-a-corps/>.

A CYCA accredited conservation corps crew week typically consists of:

- 8-10 people including two adult supervisors
- Food, equipment, camping gear
- Transportation
- 320 hours per week (this is the baseline but may be different as some crews have been reduced in size to comply with social distancing guidelines)

Note: CYCA accredited conservation corps are service-based organizations that perform work on a service hour basis. A project is considered complete when the crew completes the service hours assigned for the project. Project completion according to the scope of work is not guaranteed; it is dependent on the availability of crews which is subject to change due to wildfire activity and COVID-19. DNR staff will work with CYCA, project managers and corps managers to minimize incomplete projects.

Working with the DOC SWIFT crews

Colorado Correctional Industries (a division of the Colorado Department of Corrections) began the State Wildland Inmate Fire Team (SWIFT) program in 2002. SWIFT crews are made of incarcerated people with nonviolent sentences. The crews are based out of the facilities in Rifle, Canon City and Buena Vista but can camp at the project site or other facility.

All applicants are required to reach out to the Department of Corrections SWIFT Supervisor about the project and if it is appropriate for DOC SWIFT crews. Questions can be directed to Dennis DeLong at dennis.delong@state.co.us, or by phone at 719-269-5778 (office) and 719-924-0372(cell). DOC SWIFT crew members are trained and supply their own basic equipment. Each facility also has a chipper which is available to applicants.

A DOC SWIFT crew week consists of:

- Up to 20 crewmen and two staff (full crew) or 11 crewmen and one staff (half crew)
- Food, equipment, camping gear
- Transportation
- Work Monday to Thursday or Tuesday to Friday, based on facility location
 - Extended weeks are available on a case-by-case basis with DOC SWIFT Supervisor approval

Note: DOC SWIFT crews perform work on a per day basis. A project is complete when the DOC SWIFT crew completes the number of weeks contracted for the project. Projects may be completed in fewer days than contracted; however, project completion according to the scope of work is not guaranteed, and is dependent on the availability of DOC SWIFT crews, wildfire activity, illness and potential program changes due to COVID-19. DNR staff will work with project managers and the DOC to minimize incomplete projects.

APPENDIX E: Application



COLORADO

**Strategic Wildfire
Action Program**

Department of Natural Resources

COSWAP Workforce Development Grant Application

Colorado Department of Natural Resource's Strategic Wildfire Action Program (COSWAP) has funding available to support wildfire mitigation work by conservation corps and the Department of Corrections (DOC) State Wildland Inmate Fire Teams (SWIFT), and funding to support wildfire mitigation workforce training. DOC SWIFT crew time is available statewide, while conservation corps and training opportunities are only available in the Strategic Focus Areas listed below.

Contact Information

If you have any questions regarding this application, please contact DNR staff:

Alison Lerch

Program Administrator

alison.lerch@state.co.us

Courtney Young

Program Facilitator

courtney.young@state.co.us

How to Apply

Applicants should review the Request for Applications (RFA) document found on the [COSWAP website](#) before filling out the application. The RFA includes important information on eligibility, timeline and process.

Applicants should submit a completed application combined into a single pdf file to courtney.young@state.co.us with "COSWAP-Application-Your Project Name" in the subject line. Hard copies will not be accepted.

This application is open to the following entities:

- Federal agencies
- State agencies (DNR divisions contact courtney.young@state.co.us for separate application)
- Local governments including counties, municipalities, fire protection districts and other special districts
- Tribes
- Public utilities with infrastructure or land ownership in areas of high wildfire risk
- Registered homeowner associations, property owners associations, formal neighborhood associations and road districts
- Wildfire Councils and/or wildfire, watershed or forest collaborative groups
- Non-profit organizations that promote fuel reduction projects, are engaged in prescribed fire projects, or natural resource management
- Conservation corps are eligible for cash awards but are not eligible to apply for crew time

DOC SWIFT crews are available STATEWIDE. Contact the Department of Corrections SWIFT Supervisor to discuss your project and determine if it is appropriate for DOC SWIFT crews. Questions can be directed to Dennis DeLong at dennis.delong@state.co.us, or by phone at 719-269-5778 (office) and 719-924-0372 (cell).

Conservation corps (CYCA accredited or non-CYCA accredited) and wildfire mitigation workforce training are available the following Strategic Focus Areas.

1. Boulder County
2. Douglas County
3. El Paso County
4. Jefferson County
5. La Plata County
6. Larimer County
7. Teller County
8. [Rocky Mountain Restoration Initiative](#) (RMRI) Focal Areas*
 - a. Southwest Colorado (Parts of Dolores, Montezuma, La Plata,
 - b. Upper Arkansas (Chaffee and Lake Counties)
 - c. Upper South Platte

*The Applicant does not need to be affiliated with RMRI to apply for funds, but we highly recommend connecting with RMRI partners to develop projects.

Contact the local corps representative to speak about your project. To locate the CYCA accredited conservation corps serving your area, please visit the Colorado Youth Corps Association's website: <https://www.CYC.org/hire-a-corps/>.

Boulder County Youth Corps Luiz Blanco-Bertolo, Program Manager lblanco-bertolo@bouldercounty.org 303-678-6104	Larimer County Conservation Corps Maelly Oropeza, Corps Manager morepeza@larimer.org 970-498-6630
Mile High Youth Corps Jesse Roehm, Associate Director jesser@mhyc.net 303-433-1206 Ext. 230	Rocky Mountain Youth Corps Ryan Banks, Program Director ryan@rockymountainyouthcorps.com 970-819-0533
Southwest Conservation Corps - Four Corners Clara Moulton, Director cmoulton@conservationlegacy.org 505-870-0153	Southwest Conservation Corps - Los Valles Anna Hendricks, Director ahendricks@conservationlegacy.org 719-580-3272

COSWAP Workforce Development Grant Application

Applications must be submitted by email to courtney.young@state.co.us and will be accepted on a continual basis while funding is available. DNR will begin reviewing applications on February 14, 2022.

Project name:	Date:
APPLICANT INFORMATION	
Organization name (entity legally responsible for the project):	
Project Manager:	Title:
Mailing Address/City/State/Zip:	
Telephone (Work/Cell):	
Email:	
WORKFORCE DEVELOPMENT GRANT Please select the workforce development grant that you are requesting. Fill in the appropriate application sections corresponding with your selection.	
<p>Crew Time Award Grants</p> <p><input type="checkbox"/> Department of Corrections SWIFT crew</p> <p><input type="checkbox"/> CYCA accredited conservation corps (Strategic Focus Areas ONLY)</p> <p>Cash Award Grants (Strategic Focus Areas ONLY)</p> <p><input type="checkbox"/> Cash grant for mitigation project completed by non-CYCA accredited conservation corps</p> <p><input type="checkbox"/> Cash grant for wildfire mitigation workforce training (Proceed to page 4 to complete the Cash Grant Section)</p>	
MITIGATION PROJECT DETAILS Applicants requesting DOC SWIFT crews, CYCA accredited conservation corps crews or a cash grant for a mitigation project must complete this section. If requesting a cash grant for a training you do not need to fill this section.	
Is your project located in a Strategic Focus Area ? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Project County:	Property owner:
If the project manager is different from the property owner, please describe that relationship.	
Property name (if applicable):	Project size (acreage):
Desired month(s) and year(s) (2022, 2023) for project work:	Is this flexible and/or a multi-year project?
Approximate project and access coordinates (lat, long):	
The Project Manager is responsible for securing access and all necessary permits, licenses, clearances, and environmental analysis documentation necessary to comply with local, state, and/or federal laws. Place an X next to the appropriate status of due diligence. Complete <input type="checkbox"/> In process <input type="checkbox"/>	

DEPARTMENT OF CORRECTIONS (DOC) SWIFT CREWS

Applicants are required to speak with a DOC representative about their project before submitting a project request. This is the DOC contact that has reviewed this project and affirmed DOC is fully aware of and agrees to the scope of the project, crew time budget, and timeline.

DOC contact name:

Have you worked with this workforce partner before? YES ☐ NO ☐

DOC SWIFT CREW BUDGET- Crew Week Request and Crew Descriptions

SWIFT Day Crew - Up to a 20 person crew with two crew leaders that travels to and from the project site. All crew members are chainsaw trained and fully equipped with saws and safety gear. Crews are also able to assist in pile burning.

SWIFT Overnight Crew - Up to a 20 person crew with two crew leaders that camps near the project site or at a nearby facility. All crew members are chainsaw trained and fully equipped with saws and safety gear. Crews are also able to assist in pile burning.

Chipper - DOC can provide chipping services to a project on a per week basis.

Note: A SWIFT week is four days, Monday-Thursday or Tuesday-Friday

Crew type	Number of weeks requested (6 to 25)
SWIFT Day Crew	
SWIFT Overnight Crew	
Chipper	

PLEASE PROCEED TO PAGE 6, SECTION A-1 TO COMPLETE THE APPLICATION

CYCA ACCREDITED CONSERVATION CORPS

Applicants are required to speak with a conservation corps representative about their project before applying for crew time awards. This is the contact who has reviewed this project and affirmed the organization is fully aware of and agrees to the type of crew, scope of the project, crew time budget, and timeline.

Name:

Title:

Telephone:

Email:

Name of conservation corps:

Have you worked with this workforce partner before? YES ☐ NO ☐**CYCA ACCREDITED CONSERVATION CORPS BUDGET- Crew Week Request and Crew Descriptions**

Day Crew (Non Specialty) - A crew that executes a project scope that does not require chainsaw use or herbicide application and travels to and from the project site every day and corps members go home at the end of the day. (Denver Metro area crews are usually day crews.)

Camping Crew (Non Specialty) - A crew that executes a project scope that does not require chainsaw use or herbicide application and camps at or near the project site.

Specialty (saw) Crew - For projects requiring chainsaw experience (fuel reduction, forest thinning), a specialty saw crew will have no less than 75% of its members chainsaw trained and fully equipped with saws and safety gear. These crews may camp on site or travel to the work site each day.

Specialty/Hybrid Crews- These crews are qualified to work on projects that require a significantly higher skill level. For example, the work may require that the crew camp in the backcountry and work above tree line for one or more project weeks. If a project only requires one or two chainsaws, we may be able to do a hybrid crew. These crews may camp on site or travel to the work site each day.

Fire Operations Crew- The crew consists of conservation service corps members certified as Type II wildland firefighters performing operations such as forest thinning, slash pile burning, serving on prescribed burns, suppressing active wildland fires and other projects requiring a wildland firefighter certification. These crews may camp on site or travel to the work site each day.

Crew type	Number of weeks requested (6 to 25)
Day Crew	
Camping Crew	
Specialty (saw) Crew	
Specialty/Hybrid Crew	
Fire Operations Crew	

PLEASE PROCEED TO PAGE 6, SECTION A-1 TO COMPLETE THE APPLICATION

CASH GRANT

Complete this section when requesting cash for wildfire mitigation workforce training or cash for a mitigation project completed by a non-CYCA accredited conservation corps.

Please indicate what you are requesting a cash grant for:

- ☐ Cash to pay a non-CYCA accredited conservation corps to complete a mitigation project
- ☐ S130/S190 Basic Fire School*
- ☐ S-212 Wildland Fire Chainsaws*
- ☐ TREX event*

*Participants of a training are required to complete a mitigation project within one year of completion

If you selected cash to pay for a conservation corps to complete a mitigation project please complete the following section:

Name of conservation corps:

Conservation corps contact:

Phone number:

Number of crew weeks required to complete your project:

Did you contact the conservation corps before applying for this grant? Yes ☐ No ☐

If you selected a mitigation or prescribed fire training, please complete the following rows:

Please explain how the training will increase your mitigation workforce. How many people will be trained? What are the trainees' relationships to your organization?

Demonstrate the need for this training. What is the projected outcome of this training opportunity? What is the long term vision for utilizing this training and those trained?

Cash grants for wildfire mitigation workforce training require a mitigation project to be completed by the trainees within a year. Describe the mitigation project you will be completing.

Project Name:

Project Location:

Number of acres treated:

Treatment type:

Tell us about your project. Extra consideration will be given to mitigation projects that reduce wildfire risk to lives, property and infrastructure.

Does your mitigation project engage all trainees?

CASH GRANT BUDGET

The maximum cash award is \$100,000. Up to 10% of the request may be used for indirect costs including staff time. Applicants must provide a 25% match of the award amount.

Project Categories

- Personnel/conservation corps crew time: Amount needed for personnel to attend training or cost of conservation corps crew time
- Training Cost: Actual cost of the wildfire mitigation workforce training program
- Travel Expenses: Mileage, hotel and GSA approved per diem associated with attending the training
- Indirect Costs: Administrative and facility costs and mitigation equipment.

Match

Column C + D must equal at least 25% of column B.

Match (In-kind): Personnel time, equipment usage, training cost, travel expenses, etc.

Match (dollars): Cash

Match Calculator

If requesting \$10,000 a \$2,500 match is required.

If requesting \$50,000 a \$12,500 match is required.

If requesting \$100,000 a \$25,000 match is required.

A	B	C	D	E
Project categories	Grant share (Amount Requested)	Match (In-Kind)	Match (Dollars)	Total
Personnel time/ Conservation corps				
Training Cost				
Travel Expenses				
Indirect Costs*				
TOTAL BUDGET				

*Indirect costs cannot exceed 10% of the grant share.

CASH GRANT BUDGET NARRATIVE:

Please describe each of the project categories in detail below. Include details for both the grant share and match.

**IF APPLYING FOR A WILDFIRE MITIGATION WORKFORCE TRAINING GRANT PLEASE PROCEED TO PAGE 9
TO COMPLETE THE APPLICATION**

SCOPE OF WORK

Applicants requesting crews time or cash for mitigation projects must complete this section. Not for wildfire mitigation workforce training grants.

Break down the project into a list of tasks to be completed, including specific fuel treatments by acreage. These should be quantifiable items that correspond to the crew types requested. The final outlined task should be biomass removal. Please provide a clear plan and timeline for removing any woody material/slash generated by the project. If creating burn piles, please explain why this is the most effective project treatment and a timeline for burning the piles.

Provide a detailed description of each task using the following format.

TASK #- TASK Name:

Description of Task and methods:

Deliverables:

Examples

#1- Shaded fuel break:

Description of Task and methods: Create a shaded fuel break along the primary evacuation route for the Rainbow community. Thin 200ft on either side of the roadway using hand crews. Remove all conifers up to 8 inches DBH. Limb all trees greater than 8 inches DBH to 6 feet above ground.

Deliverable: Enhance the primary excavation route by thinning 1 mile of roadway.

#2- Biomass removal:

Description of Task and methods: The project will have a combination of hand fed chipping and creation of piles for future burning. Crews will be advised to spread chips no more than 4 inches deep across the project area. Applicant has a qualified crew to burn piles in the off season and will work with DFPC on a burn plan for winter 2022/2023. Burn piles will be constructed according to DFPC's Colorado Pile Construction Guide. Burn piles are essential for the northeast area of the project due to access issues with driving in a chipper.

Deliverable: Biomass created from this project has a defined plan.

APPLICATION NARRATIVE

INSTRUCTIONS: Remove instructional questions (please keep the headings!) from this page and replace them with information specific to this project. Please limit your application narrative to two pages.

ORGANIZATION INFO

- Briefly describe your organization and your role in wildfire mitigation.
- What local and/or regional partnerships are you affiliated with? Is this project planned in collaboration with any other organizations?
- Describe your organization's ability to provide project oversight and management on your project.

WILDFIRE RISK INFORMATION

- Is your project located in an area at high-risk (level 7-9) to wildfire as identified in the [CSFS Wildland-Urban Interface \(WUI\) Risk Index](#)? If your community has a localized risk assessment, share a link.
- Is your project identified in a Community Wildfire Protection Plan, FEMA Hazard Mitigation Plan or other plan? If so, please share a link and note the page number.
- If your project location is not identified as high risk please explain why your project is a priority.

PROJECT LOCATION

- Where is the project located? What access is available to the work site?
- What is the closest community to your project and does your project directly reduce fuels adjacent or within the community?
- What are the current conditions of the site in terms of the type, density and health of vegetation?
- What other fire mitigation work have you or neighboring landowners done at this site or in the area?
- If the project is on private land, please list clear, discernable public benefits of the project.

PROJECT PURPOSE AND OBJECTIVES

- List your project purpose and three objectives pertaining to reducing wildfire risk to communities.
- How will the project accomplish your objectives?

TIMELINE

- What is the project timeline? Is it multi-year? Does your project have seasonal constraints?

PROJECT IMPACT

- Explain how this project is strategic, why it is a priority and how it directly protects life and property.
- What types of critical infrastructure does this project directly protect? Types of critical infrastructure include but are not limited to: evacuation routes, power lines, communication towers, health care and emergency services.
- Does your project protect critical watersheds, or municipal and agricultural water supply structures?

PROJECT MAINTENANCE

- How long will your project be effective at reducing wildfire risk?
- Please outline a five year maintenance plan for the project. How will this maintenance be funded?

LEVERAGED FUNDING AND RESOURCES

- Please explain the time needed for project management, layout, implementation and reporting. What leveraged funding will you be providing for this project (equipment usage, leveraged public or private funds)? If any revenue or cost offsets will be generated by this project please explain including the value of firewood or material for biomass heating.

PROJECT LOCATION

Project Map: Please attach a map identifying the specific area to be treated. If there are multiple treatment types please differentiate these on the map.

Optional: If you can provide geospatial data at this time, please attach it to the email with your application. If your project is selected for award, geospatial data will be required before a contract is signed.

AGREEMENT, LIABILITY, AND INSURANCE ACKNOWLEDGMENTS

- ☐ I understand that all successful applicants will be required to enter a Grant Agreement with the State of Colorado as a condition of receiving the grant award. I have reviewed the Grant Agreement sample template attached to the Request for Applications as Appendix E.
- ☐ I understand that all successful applicants must agree to assume all liability related to the approved project and to indemnify and hold harmless the State of Colorado, CYCA, DOC SWIFT, and any CYCA-accredited conservation corps for any and all claims arising out of the approved project. I agree that the State, CYCA, DOC SWIFT, and any CYCA-accredited conservation corps will not be liable for any act or omission of any party as a part of an approved grant program that causes any harm or that fails to prevent or mitigate wildfire damage at any time in the future.
- ☐ I understand that the State, CYCA, DOC SWIFT, and any CYCA-accredited conservation corps cannot guarantee the work completed as a result of either crew time awards or cash awards will prevent future wildfires or minimize the damage from future wildfires. The State will not guarantee the effectiveness or outcomes of any approved project.
- ☐ I understand that all successful applicants will be required to maintain and provide proof of adequate insurance coverage as detailed in the Grant Agreement. I agree to acquire and maintain such insurance coverage as a condition of any grant award.

CREW TIME AWARD ACKNOWLEDGMENTS

I acknowledge that if selected to receive a Crew Time Grant Award, my organization will not receive payment from the State. By my signature below, I acknowledge that, if selected, the Crew Time Grant Award will require that I provide a project manager to coordinate with CYCA, DOC SWIFT, and/or the relevant CYCA-accredited conservation corps to implement the project and that the costs of providing a project manager will not be reimbursed by the State.

I understand and acknowledge that project managers for Crew Time Grants must provide the following to crews for crew awards.

- 1) Site visit with the crew manager before final grant agreement.
- 2) Technical project assistance as required.
- 3) Maps and camping locations (if necessary).
- 4) Specialty work tools and project supplies as required and not provided by the crew.
- 5) CYCA specific complete project site evaluations for analysis of the work completed.
- 6) All reporting required by the Grant Agreement including a final report to the State.
- 7) Lawful access to all properties necessary for project work.
- 8) Relevant Maps, including geospatial maps, and other pertinent technical support.

AUTHORIZED SIGNATURE

I certify that I am authorized to sign on behalf of the applicant and that, if awarded a grant for this project, the applicant will comply with the grant administration requirements of both the State and the workforce development organization. I certify that the contents of this application are true to the best of my knowledge and agree to provide any corrections or updates to the State as soon as practical after discovery of an error.

Signature (Electronic and PDF Signatures are accepted unsigned applications will not be accepted):

Name:

Title:

Date:

APPENDIX F: Sample Grant Agreement

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Natural Resources 1313 Sherman Street Denver, Colorado 80203	Agreement Number Insert CMS number or Other Agreement Number
Grantee Insert Grantee's Full Legal Name and address.	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
	Initial Agreement Expiration Date Month Day, Year
	State In-Kind Contribution Agreement CMS Insert CMS number
	State In-Kind Contribution Agreement CORE ID Insert CORE number
Agreement Amount Cash Grant State Fiscal Year 20xx \$0.00 Crew Time Grant State Fiscal Year 20xx XXX Crew Time (Weeks) State Fiscal Year 20xx State Grant Funds Obligated (In-Kind \$0.00 Contribution)	Fund Expenditure/Crew Time End Date Month Day, Year
	Agreement Authority This grant is authorized by section 24-33-117, C.R.S..
Agreement Purpose The purpose of this Grant Agreement is to provide a grant of either cash or service in the form of crew time to plan or implement wildfire mitigation projects.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Budget. In the event of a conflict or inconsistency between this Agreement 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 §18 of the main body of this Agreement. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit A, Statement of Work (Grant Application). 4. Exhibit B, Sample Option Letter. 5. Exhibit C, Budget.	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the State: Name <u>Department of Natural Resources</u> 1313 Sherman Street Suite 719 Denver, CO 80203 Email </div> <div style="width: 45%;"> For Grantee: Name <u>Company Name</u> Address Address City, State Zip Email </div> </div>	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

GRANTEE INSERT-Legal Name of Grantee	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Signatory's Title	_____ Signatory's Title
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signature

Printed Name

Signatory's Title

Effective Date: _____

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure/Crew Time End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure/Crew Time End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an

“Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder. If this Agreement is a Crew Time grant and the State terminates this Agreement in the public interest, the State shall provide crew time for the remainder of the Crew Week in the week that termination notice is given pursuant to this section 2.E. Grantee will not be entitled to any additional crew time provided by the State. Crew Time grants shall have no cash value to Grantees.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“Budget”** means the budget for the Work described in Exhibit C.
- D. **“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.
- E. **“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.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **“Crew Week”** means the time increments for Crew Time grants. A Crew Week for grants of time from a conservation corps constitutes five (5) consecutive days. A Crew Week for grants of time from a SWIFT crew constitutes four (4) consecutive days.
- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. **“End of Term Extension”** means the time period defined in §2.D.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless

of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- O. **"Initial Term"** means the time period defined in §2.B.
- P. **"Matching Funds"** means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- R. **"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.
- S. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **"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, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.
- U. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **"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.
- W. **"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.
- X. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.
- Y. **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.

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, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement 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 Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement. Crew Time grantees receive no cash value equivalent for crew time awards.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Crew Time Awards

Grantees receiving Crew Time grant awards are not entitled to any cash payment equivalents of the grant award. The State will pay the Conservation Youth Corps Association (CYCA) or the Colorado Department of Corrections, State Wildland Inmate Fire Teams (SWIFT) for Crew Weeks dedicated to the project described in Exhibit A in accordance with the terms of the respective agreement between the State and CYCA and SWIFT. The State will provide the Crew Weeks provided in the Cover Sheet of this Agreement to Grantee to be scheduled in accordance with Exhibit A and in coordination with Grantee and CYCA or SWIFT.

i. Available Crew Time

This Agreement confirms that CYCA or SWIFT has agreed that the Crew Weeks granted are available for the Work described in Exhibit A. Any enlargement of Crew Weeks that become necessary during implementation of the Work described in Exhibit A must be approved by amendment of this Agreement in writing in advance of any additional Crew Weeks.

ii. Emergency Crew Duties

SWIFT crews have duties to provide fire fighting services in the event of a wildfire. If a wildfire occurs during a grantee Crew Week will supersede the State's obligation to provide the Crew Weeks in consecutive time. Any Crew Week interrupted due to wildfire emergencies will be completed by the SWIFT crew at the earliest possible date

following completion of the SWIFT crew's fire fighting duties. If a SWIFT crew's fire fighting duties result in an inability of Grantee to complete the Work by the Fund Expenditure/Crew Time End Date, the State may extend the Term of this Agreement by amendment or may terminate this Agreement in the public interest as provided in §2.E.

iii. Crew Time - Failure to Perform

Timing and availability of Crew Weeks will be scheduled after Grantee and the State enter into this Agreement in accordance with Exhibit A. In the event that a conservation crew or SWIFT crew are unable to perform or performance of a Crew Week is interrupted due to unforeseen circumstances, including but not limited to crew illnesses, the Crew Week(s) will be completed by the crew at the earliest possible date following performance interruption. If the crew performance interruption results in an inability of Grantee to complete the Work by the Fund Expenditure/Crew Time End Date, the State may extend the Term of this Agreement by amendment or may terminate this Agreement in the public interest as provided in §2.E.

iv. Available Funds - Contingency - Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to provide Crew Time shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Crew Time that was delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

D. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement 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.

E. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant 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 Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget 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 Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the

final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. 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.

D. 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 Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. 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 Agreement as an Exhibit, if applicable; and **(ii)** 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. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions 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 provisions to the State upon execution of the nondisclosure provisions.

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 Agreement, 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. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by

the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

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.

9. CONFLICTS OF INTEREST

A. Actual 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 Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. 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 Agreement.

C. Disclosure to the State

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. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State and the relevant conservation corps or SWIFT shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

E. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

F. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

G. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance,

by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within

this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. Notwithstanding anything to the contrary, the State shall only provide Crew Time completed as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover. Crew Time not completed as a result of termination shall not be credited to offset damages due to the State from Grantee.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no

value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State: (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity. SWIFT crew removal during the course of Crew Time in accordance with Exhibit A shall as a result of a wildfire that requires the SWIFT Crew's services shall not constitute breach of this Agreement by the State. Failure of a crew to perform as a result of unforeseen circumstances, including but not limited to crew illness, as provided in §5.C.iii, shall not constitute breach of this Agreement by the State. Delays, alterations to Crew Time schedules, and changes in crew capacities as a result of public health concerns shall not constitute breach of this Agreement by the State.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall

apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

B. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee, or the maximum obligation of the State for Crew Time, under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's

performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement 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 Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement 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 Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. 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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement 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 Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other

than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all necessary rights and authority to access all property and areas, including all ingress and egress access, required to complete the project described in Exhibit A and Grantee shall ensure all such access for all conservation corps crew members, SWIFT crew members, and all supervisors or inspectors for the State necessary to complete the Work.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents, and assignees, including but not limited to the CYCA, the relevant conservation corps, or SWIFT (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including

attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall 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 and available at <https://www.w3.org/TR/WCAG21/>.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement 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 State 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 State, 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 State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement 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.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when

due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee 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 Agreement. 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 Agreement 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 Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Agreement 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 Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages;

(ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK

SAMPLE

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

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

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: 0;"/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p style="margin-top: 20px;">Date: _____</p>	<p style="text-align: center;">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.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="margin-top: 20px;">By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p style="margin-top: 20px;">Option Effective Date: _____</p>
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EXHIBIT C, BUDGET

SAMPLE

SAMPLE