

STATE OF COLORADO INTERAGENCY AGREEMENT

COVER PAGE

Paying State Agency Department of Natural Resources Colorado Water Conservation Board, ("CWCB")	Contract Number CMS Number: 192742 Encumbrance Number: CTGG1 PDAA 2025*2048
Performing State Agency The Board of Governors of the Colorado State University System acting by and through the Colorado State University	Agreement Performance Beginning Date The Effective Date
Contract Maximum Amount Entire Contract term for all applicable fiscal years: \$306,000.00	Agreement Expiration Date July 10, 2029 Agreement Authority HB-22-1316 Contract is exempt from the procurement code under 24-101-105(1)(a)(II)
Agreement Purpose Colorado State University will expand its existing Colorado Water Fellows Program from two to six universities across three river basins. Participants in the Water Fellows Program range from first-year undergraduates to Ph.D. candidates from historically marginalized or excluded communities and identities. The year-long program provides comprehensive exposure to practical and theoretical facets of water management and sustainability, including conference attendance, field trips, topical monthly educational sessions, and a stipend to support their participation. CSU will also coordinate an annual event to convene Water Fellows statewide for networking, professional development, as well as a career fair.	
Exhibits and Order of Precedence The following Exhibit(s) and attachment(s) are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work and 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: <ol style="list-style-type: none"> 1. The provisions of the main body of this Agreement. 2. Exhibit A, Statement of Work and Budget. 	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the Paying State Agency: Laura Spann Colorado Water Conservation Board 1313 Sherman St., #718 Denver, CO 80203 laura.spann@state.co.us </div> <div style="width: 45%;"> For the Performing State Agency: Catherine Douras Colorado State University Office of Sponsored Programs 2002 Campus Delivery Fort Collins, CO 80523-2002 Catherine.Douras@colostate.edu </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.

STATE OF COLORADO Jared S. Polis, Governor	
<div>The Board of Governors of the Colorado State University System acting by and through the Colorado State University</div> <div>Signature: <u>Catherine Douras</u></div> <div>Printed Name: <u>Catherine Douras</u></div> <div>Title: <u>Senior Research Administrator</u></div> <div>Date: <u>July 12, 2024 11:04 AM MDT</u></div>	<div>Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</div> <div>Signature: <u>Cole Bedford</u></div> <div>Printed Name: <u>Cole Bedford</u></div> <div>Title: <u>Chief Operating Officer, CWCB</u></div> <div>Date: <u>July 11, 2024 1:35 PM MDT</u></div>
<div>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.</div> <div>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</div> <div>Signature: <u>Jon Cotsapas</u></div> <div>Printed Name: <u>Jon Cotsapas</u></div> <div>Title: <u>DNR Procurement Director</u></div> <div>Effective Date: <u>July 16, 2024 4:16 PM MDT</u></div>	

1. PARTIES

This Interagency Agreement (this “Agreement”) is entered into by and between the Paying Agency, (the “Paying Agency”), and the Performing Agency, (the “Performing Agency”) who are named on the Cover Page of this Agreement. The Paying Agency and the Performing Agency may each individually be referred to as a “Party” and collectively as the “Parties.” Each Party is an agency of the STATE OF COLORADO, hereinafter called the “State.”

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date.

B. 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 Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Termination for Convenience

Either Party may terminate this Agreement for convenience by giving the other Party 90 days prior written notice setting forth the date of termination.

3. STATEMENT OF WORK AND BUDGET

A. Work

The Performing Agency shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The Paying Agency shall have no liability to compensate the Performing Agency for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

B. Goods and Services

The Performing Agency shall procure goods and services necessary to complete its obligations using Agreement funds and shall not increase the maximum amount payable hereunder by the Paying Agency.

4. PAYMENTS TO THE PERFORMING AGENCY

A. Maximum Amount

Payments to the Performing Agency are limited to the unpaid, obligated balance of the Agreement funds. The Paying Agency shall not pay the Performing Agency any amount under this Agreement that exceeds the Agreement Maximum Amount shown on the Cover Page for this Agreement.

B. Payment Procedures

- i. The Performing Agency shall initiate payment requests by invoice to the Paying Agency, in a form and manner approved by the Paying Agency. To facilitate Fiscal

Year End closing, final invoices for each Fiscal Year should be submitted to the Paying Agency by July 15th of the following Fiscal Year.

- ii. The Paying Agency shall pay each invoice within 30 days following the Paying Agency's receipt of that invoice, so long as the amount invoiced correctly represents work completed by the Performing Agency and previously accepted by the Paying Agency during the term that the invoice covers.
- iii. In accordance with the Fiscal Procedures Manual, each Agency shall report the outstanding balance of this Agreement on Exhibit AR_AP at Fiscal Year end.

5. RECORDS, MAINTENANCE AND INSPECTION

A. Maintenance

During the term of this Agreement and for a period terminating upon the later of (i) the six year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the "Record Retention Period"), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, 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 or goods hereunder.

B. Inspection

The Paying Agency shall have the right to inspect the Performing Agency's performance at all reasonable times and places during the term of this Agreement. The Performing Agency shall permit the Paying Agency, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe the Performing Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Paying Agency shall not unduly interfere with the Performing Agency's performance hereunder.

6. CONFIDENTIAL INFORMATION

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

7. DISPUTE RESOLUTION

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties to the State Controller, whose decision shall be final.

8. 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 on the Cover Page 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. Either Party may change its 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.

9. GENERAL PROVISIONS

A. Assignment

The Performing Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Paying Agency. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of the Performing Agency's rights and obligations approved by the Paying Agency shall be subject to the provisions of this Agreement.

B. 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.

C. 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.

D. Third Party Beneficiaries

Except for the Parties' respective successors and assigns, 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.

Exhibit A

Statement Of Work	
Date Prepared:	May 17, 2024
Name of Grantee:	Colorado State University
Name of Water Project:	Colorado Water Fellows Program: Water Workforce Development through Education, Training, and Internships
Water Project Overview:	
<p>Colorado State University (CSU) will (1) facilitate the expansion of a Colorado Water Fellows Program through a two-year pilot program in partnership with five universities/ colleges across Colorado, (2) create an annual Colorado Water Fellows Education and Career Event for all programs, and (3) conduct project management activities.</p> <p>The following institutions are partnering on this project:</p> <ul style="list-style-type: none"> • Colorado Mesa University, Ruth Powell Hutchins Water Center (Grand Junction) • Four Corners Water Center at Fort Lewis College (Durango) • Metropolitan State University with the One World, One Water Center • University of Colorado • University of Denver Sturm College of Law with the Office of Diversity and Equity <p>The Colorado Water Fellows Program will connect minority undergraduate, graduate and Ph.D. students with water education and engagement opportunities in the water field. The curriculum spans a full academic year and includes attendance at water conferences, immersive field trips, and monthly meetings that delve into critical topics such as water law, water equity and justice, water careers, Tribal perspectives, and one water approaches encompassing graywater, stormwater, and recycled water. The emphasis on a holistic understanding of water-related issues prepares the Water Fellows to navigate the complexities of the field.</p> <p>Each student in the cohort receives a stipend of \$1000 to support their program participation. This stipend not only enables the involvement of talented students but also underscores the program's commitment to fostering inclusivity and minimizing financial obstacles to participation.</p> <p>CSU is actively building an internship program for the Water Fellows, offering participants the opportunity to be matched with available internships after the year-long program, thereby bridging the gap between education and real-world application. This approach ensures that the Water Fellows not only receive theoretical knowledge but also gain practical experience, enhancing their readiness for impactful contributions in the water sector.</p>	

Project Objectives:

The project objectives are:

- Build capacity in water programs across Colorado to support increasing diverse student participation.
- Create a diverse, skilled, and collaborative water workforce representing a broad spectrum of backgrounds, disciplines, and perspectives.
- Build water career pathways for students in universities and colleges across Colorado.

Task 1

Task 1 – Expansion of a Colorado Water Fellows Program through a 2-year pilot program

Description of Task:

In Task 1, CSU's project team will work closely with partner institutions to identify the specific support required from CSU. This collaboration aims to ensure the successful initiation and sustained growth of the Water Fellows Program in each participating institution. The assistance provided by CSU may encompass various aspects, including aiding in administrative program setup, crafting marketing materials, developing application materials, reviewing applications, and outlining potential topics and speakers for monthly meetings.

To further support the participating programs, the project team plans to conduct annual in-person visits, offering on-site assistance and educational resources. Additionally, regular one-on-one virtual meetings will be scheduled with each institution, with a focus on heightened interactions during the initial program launch. Furthermore, the team will facilitate scheduled meetings that involve all participating institutions. The frequency of which will be determined collaboratively with project partners and will provide a platform for discussions on the challenges and successes of individual programs, fostering interconnectedness and shared learning to collectively enhance the overall efficacy of the program.

Colorado Water Fellows 2-Year Pilot Program Descriptions

CSU will launch a two-year pilot Water Fellows Programs at five partner institutions. The program will span two academic years (2024-2025 and 2025-2026) and will be designed to support a total of 10 students with five in each cohort. The selection process for Water Fellows prioritizes inclusivity, aiming to represent diverse ethnic and racial backgrounds, identities, perspectives, majors, and academic years to the fullest extent possible. While there are commonalities in the creation process of each Water Fellows Program, this project underscores the necessity for individual programs to be customized to effectively address the unique water challenges specific to each geographic area. Outlined below are details about each institution and the required funding support to initiate the Water Fellows program.

Colorado Mesa University, Ruth Powell Hutchins Water Center (Grand Junction)

The mission of the Ruth Powell Hutchins Water Center at Colorado Mesa University (Water Center at CMU) is “to perform and facilitate interdisciplinary and collaborative research, education, outreach, and dialogue to address the water issues facing the Upper Colorado River Basin.”

Funding will support the \$1,000 stipend (per academic year) received by each student for participating in the program and support their participation in monthly training events and travel to three water conferences per year including a West Slope conference. Additionally, funding will be used to support a CMU intern and coordinator who will recruit undergraduate students as participants and plan monthly meetings, events and activities including mentoring, networking, and professional development.

Fort Lewis College, Four Corners Water Center (Durango)

The Four Corners Water Center at Fort Lewis College focuses on “cultivating the next generation of water leaders, informs and engages students and the public on regional water issues and solutions, and collaborates with regional water and education organizations.” Fort Lewis is federally designated as a Native American Serving Non-Tribal Institution and Hispanic Serving Institution.

Funding will support the \$1,000 stipend (per academic year) received by each student for participating in the program and to support their participation in monthly training events, attendance at 2 total field trips per year, and to attend three water conferences annually around the Four Corners Region and in Denver. Additionally, funding will support a Fellowship Coordinator. Staff will coordinate the Water Fellows recruitment and selection, training events, and conference travel and will assist with the state-wide fellowship network convenings.

University of Colorado Water Fellows Program (Boulder)

University of Colorado Boulder Water Fellows Program will be led by Aditi Bhaskar, who formerly co-led the Colorado Water Center Water Fellows Program at Colorado State University, and Paul Lander, with contributions from other interested faculty.

Funding will support the \$1,000 stipend (per academic year) received by each student for participating in the program and to support their participation in monthly training events and travel to three water conferences per year. Additionally, funding will be used to support the graduate student Water Fellows Coordinator who will assist with recruiting undergraduate students as participants and planning events focused on mentoring, facilitated networking, and professional development.

Metropolitan State University, One World, One Water Center (Denver)

Metropolitan State University, One World, One Water Center focuses on expanding the reach and breadth of educational programs on water and environmental issues, attracting funding for joint research in these areas, and raising awareness of water and the environment through collaborative water stewardship.

This program is fully funded by Colorado State University SPUR to pilot the Water Fellows program in Denver during the grant award period. The funds will support the \$1,000 stipend (per academic year) received by each student for participating in the program, monthly meetings, field trips, and registration and travel costs to attend three water conferences per year. Additionally, funding will be used to support the graduate student Water Fellows Coordinator who will assist with recruiting undergraduate students as participants and planning events focused on mentoring, facilitated networking, and professional development.

University of Denver Sturm College of Law with the Office of Diversity and Equity (Denver)

The University of Denver Sturm College (DU Law) proposes to create a pilot Water Fellows Program (Program) to elevate and serve law students from historically minorized communities to pursue the practice of Water Law. The program will be housed in the Office of Diversity Equity and work in close partnership with the Water Law Program at DU Law. The Program will focus on the interdisciplinary nature of the practice from water policy professionals, faculty, and community experts and the barriers and opportunities of being diverse in this area of law.

Water Fellows will develop individualized plans that will detail curricular and non-curricular course recommendations, clinical opportunities, participation on the Water Law Review, externships as well as internships, and attendance at two water law and policy conferences. Each fellow will be paired with a peer or recent alumni mentor to help them navigate the unique pathways of learning and becoming part of the water bar. Each fellow will also have an opportunity to develop their professional portfolio by conducting legal and related research as well as write legal briefs and memoranda in water law issues approved by the Director of the Water Law Program.

Funding will support the \$1,000 stipend (per academic year) received by each student for participating in the program and to support their participation in monthly training events and travel to three water conferences per year. Honorariums will be provided to guest speakers and peer mentors. Additionally, funding will be used to support the Water Fellows coordinator who will assist with recruiting students as participants and program management.

The proposed two-year Water Fellows pilot program at each institution represents a foundational step in cultivating a diverse and skilled water workforce. By tailoring the program to the unique strengths and regional challenges of each institution, the initiative aims to address workforce gaps, tackle accessibility issues in water education, and improve talent attraction and retention.

Method/Procedure:

CSU will:

1. Provide the annual budget requested by each institution to launch the Water Fellows program through a subaward.
2. Work with each institution to assist with the successful launch and sustained growth of the individual Water Fellows programs.
3. Visit each of the programs in-person once per academic year to provide support, education, and training.
4. Facilitate meetings with all the participating institutions to share challenges/successes with the program and to foster regional collaborations.
5. Develop plans Water Fellow student summer internships
6. Use broad-based communication strategy to share the successes and lessons learned from the program including multiple media outlets

Deliverable:

CSU will provide CWCB with a final report summarizing the impact of the Colorado Water Fellows program, including following metrics to measure programmatic success:

- Total number of students
- Summarized student demographics including racial/ethnic background, major, and academic year
- Summarize topics/ presentations in monthly meetings
- List conferences, engagement opportunities, and field trips
- Summary of survey results from water fellows including the most beneficial aspects of the program and what can be improved moving forward
- Number of students who successfully secured internships through the program
- Links to any media
- Images of students participating in the program

Task 2

Task 2 – Create an annual Colorado Water Fellows Education and Career Event

Description of Task:

The annual Colorado Water Fellows Education and Career Event (Event) will bring together participants from the Water Fellows Programs across Colorado to facilitate networking, knowledge exchange, and professional development to strengthen the collective impact of emerging water professionals. The event will also include a career fair for students to learn more about internship and job opportunities in the water field.

To ensure the Event's success and relevance, a diverse event committee will be formed and will include staff and Water Fellows from each institution. This committee will play a pivotal

role in shaping the Event's agenda, ensuring that it aligns with the unique interests and aspirations of the water fellows.

The Event will feature peer learning sessions, providing a platform for participants to share insights, experiences, and expertise with one another. Interactive workshops will be designed to address the specific needs and interests expressed by the Water Fellows. These workshops will offer practical, hands-on experiences, enriching the educational and professional development aspects of the program. This inclusive approach aims to foster a collaborative environment, encouraging meaningful interactions and knowledge exchange among Water Fellows.

A commitment to continuous improvement will be ingrained in the event's design. To assess the success of the event, feedback will be actively collected from participants. This valuable input will be analyzed and used to refine and enhance future events, ensuring that each iteration of the Colorado Water Fellows Education and Career Event evolves to better meet the needs and expectations of its participants. Through these concerted efforts, the event aims to not only provide valuable educational and networking opportunities but also to create a lasting impact on the career trajectories of the water fellows involved. The event summary will be shared through newsletters, social media, and university communications.

Method/Procedure:

CSU will:

1. Initiate and facilitate the Event planning committee composed of staff and Water Fellows from each institution.
2. Secure the event location and lead event logistics planning
3. Create the event agenda and secure speakers in collaboration with the event planning committee
4. Secure attendance of water professions for the career fair
5. Collect feedback from participants to assess the success of the event, use feedback to enhance future events.

Deliverable:

CSU will provide CWCB with a final report including:

- Event agenda
- List of event partners and career fair industry participants
- Number of attendees
- Event survey responses from students and industry professionals
- Tracking of job and/or internships secured by Water Fellows through this event and/or other Water Fellow internship connection activities

Task 3

Task 3 – Project Management Activities**Description of Task:**

CSU will engage in coordination and collaboration with all project partners to facilitate the successful launch of Water Fellows Programs. CSU will take responsibility for ensuring that all project tasks are completed efficiently and in accordance with the established budget. CSU will oversee and coordinate activities with project partners, managing the workflow effectively. Additionally, the CSU will guarantee that all project invoicing and reporting, including six-month Progress Reports and a Final Report, adhere to the requirements set forth by the Colorado Water Conservation Board (CWCB).

Method/Procedure:

CSU will:

- Manage and pay project partners:
 - Four Corners Water Center at Fort Lewis College
 - Colorado Mesa University, Ruth Powell Hutchins Water Center
 - University of Colorado
 - University of Denver Sturm College of Law with the Office of Diversity and Equity
- Develop and submit project invoices to the CWCB
- Provide the CWCB with a Progress Report every six months including a Final Report at the end of the project

Deliverable:

CSU will provide CWCB with Invoices and Progress Reports every six months, and a Final Report at the end of the project.

Budget and Schedule

This Budget and Schedule reflects the tasks identified in the Statement of Work.

Task No.	Task Description	Estimated Task Start Date	Estimated Task End Date	Grant Funding	Match Funding	Total
1	Expansion of a Colorado Water Fellows Program through a 2-year pilot program	7/15/2024	12/31/2026	\$254,643.96	\$80,912.44	\$335,556.40
2	Create an annual Colorado Water Fellows Education and Career Event	7/15/2024	12/31/2026	\$11,443.00	\$16,615.83	\$28,058.83
3	Project Management Activities	7/15/2024	12/31/2026	\$0.00	\$9,599.02	\$9,599.02
	Indirect Costs			\$39,913.04	\$16,069.09	\$55,982.13
Total				\$306,000.00	\$123,196.38	\$429,196.38

Reporting Requirements

Progress Reports: The grantee shall provide the CWCB a progress report every six months, beginning from the date of issuance of the grant agreement. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Report: At completion of the project, the applicant shall provide the CWCB a final report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the final report is completed to the satisfaction of CWCB staff. Once the final report has been accepted, and final payment has been issued, the grant agreement will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this grant agreement are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of the grant agreement must be provided to the CWCB as part of the project documentation.

Performance Measures

Performance measures for the grant agreement shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget. Per grant guidelines, the CWCB will pay out the last 10% of the budget when the final report is completed to the satisfaction of CWCB staff. Once the final report has been accepted, and final payment has been issued, the grant agreement will be closed without any further payment.

(b) Accountability: Per grant guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Grant Guidelines, progress reports must be submitted at least once every six months. A final report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each progress report,

as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the grant agreement.