

# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board, ("CWCB") 1313 Sherman St. #718 Denver, CO 80203	<b>Agreement Number</b> CMS Number: 192450 Encumbrance Number: CTGG1 PDAA 2024*4244		
<b>Grantee</b> Multiplier	<b>Agreement Performance Beginning Date</b> The Effective Date		
	<b>Initial Agreement Expiration Date</b> June 1, 2029		
<b>Agreement Maximum Amount</b>  \$331,885.00	<b>Fund Expenditure End Date</b> N/A		
	<b>Agreement Authority</b> HB22-1316		
<b>Match Amount</b>  \$110,628.00	Per § 24-101-105 this grant agreement is exempt from the Procurement Code		
<b>Agreement Purpose</b> Water Plan Grant funding will accelerate and fund high-impact water use efficiency projects, specifically those integrating water efficiency with land use planning. This project aims to provide technical assistance, project and leadership support and federal and state funding connection.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>Exhibit A, Statement of Work.</li> <li>Exhibit B, Sample Option Letter.</li> <li>Exhibit C, Budget.</li> <li>Exhibit D, PII Certification</li> </ol> <p>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:</p> <ol style="list-style-type: none"> <li>Colorado Special Provisions in §18 of the main body of this Agreement.</li> <li>The provisions of the other sections of the main body of this Agreement.</li> <li>Exhibit A, Statement of Work.</li> <li>Exhibit D, PII Certification</li> <li>Exhibit B, Sample Option Letter.</li> <li>Exhibit C, Budget.</li> </ol>			
<b>Principal Representatives</b> <table border="0"> <tr> <td>           For the State:            Lauren Duncan            Colorado Water Conservation Board            1313 Sherman St. #718            Denver, CO 80203            lauren.duncan@state.co.us         </td> <td>           For Grantee:            Otha William            Multiplier            548 Market Street, PMB 81178            San Francisco, CA 94104-5401            otha@multiplier.org         </td> </tr> </table>		For the State: Lauren Duncan Colorado Water Conservation Board 1313 Sherman St. #718 Denver, CO 80203 lauren.duncan@state.co.us	For Grantee: Otha William Multiplier 548 Market Street, PMB 81178 San Francisco, CA 94104-5401 otha@multiplier.org
For the State: Lauren Duncan Colorado Water Conservation Board 1313 Sherman St. #718 Denver, CO 80203 lauren.duncan@state.co.us	For Grantee: Otha William Multiplier 548 Market Street, PMB 81178 San Francisco, CA 94104-5401 otha@multiplier.org		

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.

<p><b>GRANTEE</b> Multiplier</p> <p><i>Constance de Brun</i></p> <p>Signature</p> <p>Constance de Brun</p> <p>Printed Name</p> <p>Head of Finance</p> <p>Signatory's Title</p> <p>Date: June 26, 2024   5:18 PM MDT</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p> <p><i>Cole Bedford</i></p> <p>Signature</p> <p>Cole Bedford</p> <p>Printed Name</p> <p>Chief Operating Officer, CWCB</p> <p>Signatory's Title</p> <p>Date: June 24, 2024   5:54 PM MDT</p>
<p>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.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p><i>Ion Cotsapas</i></p> <p>Signature</p> <p>Ion Cotsapas</p> <p>Printed Name</p> <p>DNR Procurement Director</p> <p>Signatory's Title</p> <p>Effective Date: June 28, 2024   3:29 PM MDT</p>	

TABLE OF CONTENTS

COVER PAGE .....1

SIGNATURE PAGE .....2

1. PARTIES .....3

2. TERM AND EFFECTIVE DATE .....3

3. DEFINITIONS .....5

4. STATEMENT OF WORK .....7

5. PAYMENTS TO GRANTEE .....7

6. REPORTING - NOTIFICATION .....9

7. GRANTEE RECORDS .....10

8. CONFIDENTIAL INFORMATION-STATE RECORDS .....10

9. CONFLICTS OF INTEREST .....12

10. INSURANCE .....13

11. BREACH OF AGREEMENT .....14

12. REMEDIES .....14

13. DISPUTE RESOLUTION .....16

14. NOTICES AND REPRESENTATIVES .....17

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .....17

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM .....18

17. GENERAL PROVISIONS .....19

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) .....22

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 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 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, 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.

F. **Grantee's Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### 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. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- F. **"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.
- G. **"End of Term Extension"** means the time period defined in §2.D.
- H. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- I. **"Extension Term"** means the time period defined in §2.C.
- J. **"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.
- K. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

L. **“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.

M. **“Initial Term”** means the time period defined in §2.B.

N. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.

O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. **“PII”** shall also mean **“personal identifying information”** as set forth at § 24-74-102, *et. seq.*, C.R.S.

Q. **“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

R. **“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, 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.

S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

T. **“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.

U. **“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.

V. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of grant funds.

W. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

X. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.

Y. **“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 shown on the Cover Page of this Agreement.

##### 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 and Exhibit C.
- 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. **Matching Funds**

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A and Exhibit C. 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 and Exhibit C has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account.

D. **Reimbursement of Grantee Costs**

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit C 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 Initial Agreement Expiration 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 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

## 6. REPORTING - NOTIFICATION

A. Semiannual 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 semiannual basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress reports 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 semiannual basis 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 all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the this 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. 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. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit D on an annual basis Contractor’s duty and obligation to certify as set forth in Exhibit D shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## 9. CONFLICTS OF INTEREST

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.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

## **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 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 Agreement, 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. 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.

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 noninfringing Work or modify the Work so that it becomes noninfringing; 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.

### 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. Work Product**

##### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

##### **ii. Patents**

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. 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.

C. 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 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.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (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. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

V. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Grantee shall indemnify, save, and hold harmless 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 Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**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.



## EXHIBIT A, STATEMENT OF WORK

Statement Of Work	
<b>Prepared Date:</b>	December 1, 2023
<b>Name of Grantee:</b>	Multiplier
<b>Name of Water Project:</b>	Advancing Water Efficiency Solutions in Colorado Communities, Phase 2
<b>Water Project Overview:</b>	
<p>Colorado Water Plan (CWP) Grant funds will build upon and expand WaterNow's current Colorado Water Conservation Board (CWCB) grant to advance three successful initiatives helping Colorado communities develop, accelerate and fund high impact water use efficiency projects, and in particular those that involve integrating water efficiency measures with land use planning.</p> <p>First, WaterNow will continue to provide technical program assistance and capacity to Colorado municipal water service providers through the Project Accelerator to support innovative, outcomes-oriented projects that advance sustainable water management and the integration of water efficiency and land use planning (Task 1). Under the current grant, WaterNow has successfully launched a Colorado Regional Accelerator with the goal of not only supporting Colorado communities to advance their sustainable water projects, but to develop in addition a cohort of Colorado leaders engaging on these issues and supporting mutual efforts. The Regional Accelerator is providing a range of technical project support and assistance to CO communities to plan, develop and implement key water programming. WaterNow also amplifies these projects by sharing successes, lessons learned, and associated project resources widely with Colorado water community to advance implementation of high impact water efficiency projects throughout the State. CWCB's continued support for this Task will enable WaterNow to provide the much needed on-the-ground technical support for communities to jumpstart their sustainable water project and priorities.</p> <p>WaterNow also proposes continuation of the WaterSMART Help Desk which provides outreach and application support for this important federal funding opportunity with a focus on under-served CO communities (Task 2). The Grantee intends to enable at least 20-25 Colorado cities to apply for WaterSMART funding, over the course of the grant period, to advance innovative and sustainable water supply objectives. This component of the proposal includes: conducting outreach and promotional activities with Colorado communities as various WaterSMART funding opportunities become available; providing direct assistance to cities, towns, and other municipal water providers interested in applying for WaterSMART funding; and facilitating two webinars and/or in person presentations with past successful WaterSMART applicants in Colorado to encourage additional interest in the program.</p> <p>Finally, WaterNow proposes to build on the extensive experience supporting CO communities in navigating federal water funding opportunities by substantially expanding that support to include Colorado's Drinking Water and Water Pollution Control State Revolving Funds (SRFs) (Task 3). This initiative will include targeted outreach efforts as well as the development of resources and guidance aimed at connecting Colorado communities with the information necessary to participate successfully in the SRF application process, as well as direct assistance and application support to communities to help them overcome any barriers and issues that may arise. This Task will be informed by the findings of the Grantee's 2023 survey of Colorado city and utility leaders which canvassed awareness and knowledge about Colorado's SRF programs, as well as local views about roadblocks to applying for these programs and the requisite resources for supporting SRF applicants. This program will serve as a vital resource to empower Colorado communities in pursuit of SRF loans, aimed at breaking down barriers to participation and providing tailored support to the unique needs of each community to enable them to scale up their investments in drinking water and clean water projects.</p>	

**Project Objectives:**

**Objective 1:** Advance the implementation of innovative, integrated water efficiency and conservation and land use planning projects and policies through direct project assistance to small-to-mid sized Colorado communities.

**Objective 2:** Increase the level of federal funding for Colorado communities to scale-up adoption of robust local water efficiency programs through outreach and application support for the WaterSMART program.

**Objective 3:** Engage with Colorado communities to help them scale up investments in environmentally sustainable, multi-benefit drinking water and clean water projects through outreach, resource development, and application support for the Colorado SRF program.

Tasks
<b>Task 1 – Project Accelerator / Colorado Regional Accelerator</b>
<b>Description of Task:</b>
<p>Through WaterNow’s Project Accelerator, WaterNow will continue to provide technical program assistance and capacity to Colorado municipal water utilities to support innovative, outcomes-oriented initiatives that advance sustainable and affordable water management and the integration of water efficiency and land use planning.</p> <p>WaterNow will open one application window specifically for the Regional Colorado Project Accelerator during the grant period, with the objective of building on the cohort of Colorado Accelerator communities developed in the current grant cycle. At least 4 Colorado applicants will be selected over the grant period. Project Accelerator activities will vary based on the expertise and capacity identified as needs by the selected cities/utilities.</p> <p>WaterNow will continue to engage with nonprofit and other Colorado partners to spread the word about these opportunities and to provide support on project execution. Findings and lessons learned from the Project Accelerators will be shared widely with the Colorado water community through WaterNow newsletters, blogs, and the Grantee’s Project Accelerator Library.</p>
<b>Method/Procedure:</b>
<p><b>A. Hold one or two Project Accelerator rounds during the grant period to build on the Colorado Regional Accelerator.</b> One of these rounds will be focused specifically on Colorado communities. WaterNow will execute widespread outreach for the Accelerator through email campaigns, social media, webinars, partner engagement, and one-on-one calls with utility and municipal partners. WaterNow will utilize othe Grantee’s extensive database of approximately 1,000 Colorado water utility contacts to support this outreach.</p> <p><b>B. Provide technical project support and assistance to at least 4 Colorado communities over the course of the grant period to implement their sustainable water priorities.</b> Based on past experience with Colorado communities, WaterNow anticipates that Accelerator activities will likely include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>● Extensive research and informational interviews with communities that have developed similar programs/policies</li> <li>● Literature review of best practices for implementing specific efficiency solutions</li> <li>● Convening, presenting to and soliciting input from stakeholders</li> <li>● Drafting policies and program language</li> <li>● Conducting legal research and preparing recommendations</li> <li>● Developing outreach plans and materials</li> <li>● Generating and analyzing data of various kinds</li> <li>● Producing performance metrics</li> <li>● Supporting opportunities for storytelling and information dissemination</li> </ul>

<ul style="list-style-type: none"><li>Identifying outside funding opportunities for program implementation.</li></ul> <p><b>C. Share successes, lessons learned, and associated project resources widely with the Colorado water community to advance implementation of high impact water efficiency projects throughout the State.</b> Outreach will take the form of blogs, final project reports, news articles, webinars, one-on-one conversations, and other presentation opportunities.</p> <p><b>D. Develop a Regional Cohort of Accelerator communities.</b> WaterNow will also aim to select for projects that will continue to build and develop the Community Cohort, and that will generate resources and learnings that can support other communities facing similar challenges or goals. Interest in participating in a cohort will be part of the Memoranda of Agreement development process and WaterNow will facilitate opportunities to identify areas of commonality where direct engagement could amplify all efforts, either through virtual meetings, webinar presentations, joint action, or other types of activities.</p>
Deliverable:
<p>The primary Task 1 deliverables will be selection of the four Accelerator projects, execution of Memoranda of Agreement and project scopes and completion – or significant progress towards completion – during the grant period. The progress of each project will depend on the timing of the application cycle and cohort (for example, a winter or summer application cycle) it participates in. Each Accelerator Project will involve a specific set of unique deliverables per the list of actions described above.</p> <p>Final reports on each selected Project Accelerator, including a summary of activities, lessons learned, outcomes, and any supporting documents that were developed for the communities (e.g., draft ordinances, research memos, outreach materials, etc.), will be submitted at the end of the grant period to CWCB.</p>

Tasks
<b>Task 2 – WaterSMART Grant Application Support &amp; Help Desk</b>
Description of Task:
<p>WaterNow’s Grant Application Support &amp; Help Desk for the federal WaterSMART program will continue to provide essential capacity to enable 20-25 Colorado communities to apply for federal funding for water efficiency solutions. These grant dollars will enable WaterNow to continue to provide these critical services and continue to expand support to under-represented communities.</p> <p>WaterNow has a unique perspective on WaterSMART program challenges and how it could be more responsive and available to smaller, mid-sized and under-served communities. The Grantee intends to communicate lessons learned and challenges to US Bureau of Reclamation program administrators through a memo and/or meeting(s) to encourage them to continue improving the WaterSMART grant program.</p>
Method/Procedure:
<p><b>A. Conduct outreach and promotional activities with Colorado communities as WaterSMART funding opportunities become available.</b> Outreach will include extensive email campaigns, blogs, social media posts, partner outreach, one-on-one informational phone calls, and 2 informational webinars or presentations (See Sub-Task C, below). Outreach will utilize WaterNow’s database of nearly 1,000 Colorado water utility contacts and outreach activities will specifically target small-to-mid-sized, under-resourced Colorado cities, towns, and utilities.</p> <p>In addition, the Grantee will continue to survey and gather feedback from their Colorado municipal and utility contacts, to understand which modes of assistance have been most helpful to past recipients of assistance and what modifications to their WaterSMART Grant Application Support &amp; Help Desk would be most helpful to potential recipients in the future. This ongoing data-gathering process will support the continued evolution of the Grantee’s support for small and under resourced Colorado communities and the WaterSMART program.</p>

**B. Provide direct assistance to 20-25 cities, towns, and other municipal water providers interested in applying for WaterSMART funding.** Direct assistance activities include, but are not limited to:

- One-on-one calls with communities to discuss water projects and WaterSMART grants.
- Sharing application templates that follow the Notice of funding Opportunities.
- Sharing USBR contact information and facilitating connections with relevant USBR staff members.
- Strategizing a competitive application

In addition, WaterNow will provide **in-depth application support to 5-7 of the above communities**, including but not limited to:

- Researching specific applicant questions as it pertains to application evaluation criteria
- Data support on quantifying projected water savings or other relevant metrics
- Editing and reviewing applications
- Providing letters of support

**C. Facilitate 2 follow-up webinars and/or in person presentations with past successful WaterSMART applicants in Colorado.** The webinars will explore project implementation, grant reporting, and lessons learned throughout the process with a goal of addressing questions and encouraging future Colorado WaterSMART applicants. These webinar(s) and/or presentations(s) will include presentations from relevant Bureau staff, if feasible, and past WaterSMART funding recipients. Webinars and/or presentations will be promoted widely to the Colorado water community.

Deliverable:

The primary Task 2 deliverables will be to provide direct assistance to 20-25 cities, towns, and other municipal water service providers interested in applying for WaterSMART funding, and to provide additional in-depth support to 5-7 water service providers submitting applications to the Bureau of Reclamation. In addition, WaterNow will provide a written report of its activities and lessons learned, including key metrics for delivery to CWCB. Summary will include metrics for: the number of Colorado water service providers that engaged with this initiative, number of Colorado water service providers that submitted WaterSMART applications with WaterNow’s support, number and key details on successful WaterSMART project applications. The written summary will include all relevant outreach and application support materials including but not limited to: PowerPoint slides and recordings, blog entries, and research conducted on behalf of applicants (if available).

Tasks
<b>Task 3 – Advancing Water Efficiency Through State Revolving Fund Assistance</b>
<p>Description of Task:</p> <p>WaterNow proposes to develop a new program element to advance water efficiency projects through SRF assistance modeled after the Grantee’s successful WaterSMART Grant Application &amp; Help Desk program (Task 2). The Advancing Water Efficiency Through SRF Assistance program will provide vital technical assistance to Colorado communities to access SRF funds for water conservation projects.</p> <p>The Advancing Water Efficiency Through SRF Assistance program is designed to be directly responsive to these views, and will include a multi-pronged approach aimed at: (A) increasing awareness of the Colorado SRF program and related opportunities; (B) development of resources, guidance, and tools aimed at connecting Colorado communities with the information necessary to learn about and navigate the SRF application process; and (C) providing in-depth, direct technical assistance and application support to 1-2 communities to help them overcome barriers and successfully apply for the Colorado Drinking Water Revolving Fund loan (DWRF) and Water Pollution Control Revolving Fund (WPCRF) loan to pay for water</p>

conservation projects. This technical support will enable Colorado communities to invest in these environmentally sustainable infrastructure programs on par with centralized infrastructure investments and access low-cost financing aligned with the Colorado SRF's green project reserve priorities.

**Method/Procedure:**

**A. Conduct outreach and promotional activities with Colorado communities as SRF opportunities become available.** Outreach will include extensive email campaigns, blogs, social media posts, partner outreach, 1-2 informational webinars or presentations, and one-on-one calls through the Grantee's consulting hours to the Grantee's database of nearly 1000 Colorado water utility contacts who are eligible for the Colorado SRF program. Outreach will occur throughout the year and be heightened when relevant deadlines are approaching. Outreach content will be further tailored to disadvantaged communities (DACs) to highlight unique SRF components such as reduced interest rates, principal forgiveness, design and engineering grants, extended loan terms, and/or additional subsidies. Additionally, outreach content will encourage the pursuit of sustainable, multi-benefit projects, in particular those following the Green Project Reserve guidance made available through the WPCRF

**B. Develop and share resources** for communities in pursuit of Colorado SRF funds including but not limited to:

- Fact sheets and website updates aligned with email outreach and general program overviews.
- "How-To Guide" for applying for conservation and green infrastructure projects through the Colorado SRF program.
- Hosting 1-2 webinars and/or in-person presentations to share out these resources and the Grantee's SRF support program. Webinars and/or presentations will include relevant DOLA and CDPHE staff, if feasible, and past Colorado SRF funding recipients.

**C. Provide direct assistance to 5 – 10 SRF eligible Colorado communities interested in applying for DWRf or WPCRF loans.** Direct assistance activities include, but are not limited to:

- Hold consulting hours to answer SRF or project specific questions for interested applicants, including community-specific analysis on local authority to finance distributed water use efficiency infrastructure.
- Facilitate introductions with relevant DOLA and CDPHE staff.
- Connect interested cities and water providers with additional resources including the Region 8 Water Finance Center, WaterNow's Tap into Resilience Expert Panel, and other service providers.

In addition, WaterNow will provide **in-depth, direct technical assistance and application support to 1-2 communities**, including but not limited to:

- Assist applicants in understanding the application requirements and process
- Help communities identify key stakeholders and establish necessary contacts
- Guide communities in compiling the essential information and documentation required for the SRF loan application
- Supporting completion of pre-qualification forms (i.e., SRF eligibility survey) and participating in pre-qualifying meetings

**Deliverable:**

The primary Task 3 deliverables will be to reach 1,000 Colorado water utility staff with SRF outreach materials; provide direct assistance to 5-10 SRF eligible Colorado communities interested in applying for the Colorado DWRf or WPCRF; and to provide additional in-depth support to 1-2 communities submitting applications to the Colorado SRF program.

In addition, WaterNow will provide a written report of its activities and lessons learned, including key metrics. The summary will include metrics for: the number of Colorado water service providers that engaged with this initiative, number of Colorado water service providers that started and/or submitted SRF applications with WaterNow's support, and number and key details on successful SRF project applications (if submitted). WaterNow will also share a written summary with CWCB that describes all relevant outreach and application support materials, including but not limited to: email content, blog entries, and research conducted on behalf of applicants (if available). Lastly, WaterNow will share lessons learned and recommendations for increasing applications for water use efficiency projects to SRF administrators in a comment letter and/or through meeting(s).

### Budget and Schedule

This Statement of Work is accompanied by a Budget and Schedule that reflects the tasks identified in the Statement of Work.

### 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 this grant agreement must be provided to the CWCB as part of the project documentation.

### Performance Measures

Performance measures for this 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 6 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.

EXHIBIT B, SAMPLE OPTION LETTER

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

<div>STATE OF COLORADO</div> <div>Jared S. Polis, Governor</div> <div>INSERT-Name of Agency or IHE</div> <div>INSERT-Name &amp; Title of Head of Agency or IHE</div> <div>By: Name &amp; Title of Person Signing for Agency or IHE</div> <div>Date:</div>	<div>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.</div> <div>STATE CONTROLLER</div> <div>Robert Jaros, CPA, MBA, JD</div> <div>By:</div> <div>Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</div> <div>Option Effective Date:</div>
---	---



## EXHIBIT C, BUDGET

<div style="display: flex; align-items: center; justify-content: center;">  <div style="margin-left: 10px;"> <b>COLORADO</b>            Colorado Water Conservation Board  <small>Department of Natural Resources</small> </div> </div>						
<b>Colorado Water Conservation Board</b>						
<b>Water Plan Grant</b>						
<b>Budget and Schedule</b>						
<b>Prepared Date: 12/1/2023</b>						
<b>Name of Grantee: Multiplier</b>						
<b>Name of Water Project: Advancing Water Efficiency Solutions in Colorado Communities, Phase 2</b>						
<b>Task No.</b>	<b>Task Description</b>	<b>Estimated Task Start Date</b>	<b>Estimated Task End Date</b>	<b>Grant Funding</b>	<b>Match Funding</b>	<b>Total</b>
1	Task 1: Project Accelerator / Colorado Regional Accelerator	7/1/2024	6/1/2029	\$ 21,622.50	\$ 7,107.50	\$ 28,730.00
	Sub-Task A: Hold Accelerator Application Round(s)					
	Task 1: Project Accelerator / Colorado Regional Accelerator	7/1/2024	6/1/2029	\$ 128,647.50	\$ 42,882.50	\$ 171,530.00
	Sub-Task B: Technical Project Support & Assistance					
	Task 1: Project Accelerator / Colorado Regional Accelerator	7/1/2024	6/1/2029	\$ 26,140.00	\$ 8,813.00	\$ 34,953.00
2	Sub-Task C: Outreach on Project Successes & Lessons Learned					
	Task 1: Project Accelerator / Colorado Regional Accelerator	7/1/2024	6/1/2029	\$ 16,567.50	\$ 5,522.50	\$ 22,090.00
	Sub-Task D: Regional Colorado Cohort of Accelerator Communities					
	Task 2 - WaterSMART Grant Application Support & Help Desk	7/1/2024	6/1/2029	\$ 21,180.00	\$ 7,060.00	\$ 28,240.00
	Sub-Task A: Conduct Widespread Outreach					
3	Task 2 - WaterSMART Grant Application Support & Help Desk	7/1/2024	6/1/2029	\$ 34,042.50	\$ 11,347.50	\$ 45,390.00
	Sub-Task B: Direct, Technical Application Assistance					
	Task 2 - WaterSMART Grant Application Support & Help Desk	7/1/2024	6/1/2029	\$ 8,190.00	\$ 2,730.00	\$ 10,920.00
	Sub-Task C: Webinars and Presentations with Successful WaterSMART Applicants					
	Task 3 - Advancing Water Efficiency Through SRF Assistance	7/1/2024	6/1/2029	\$ 19,642.50	\$ 6,547.50	\$ 26,190.00
3	Sub-Task A: Conduct Widespread Outreach					
	Task 3 - Advancing Water Efficiency Through SRF Assistance	7/1/2024	6/1/2029	\$ 27,457.50	\$ 9,152.50	\$ 36,610.00
	Sub-Task B: Develop and Share Resources					
	Task 3 - Advancing Water Efficiency Through SRF Assistance	7/1/2024	6/1/2029	\$ 28,395.00	\$ 9,465.00	\$ 37,860.00
	Sub-Task C: Direct, Technical Assistance					
<b>Total</b>				<b>\$ 331,885.00</b>	<b>\$ 110,628.00</b>	<b>\$ 442,513.00</b>

## **EXHIBIT D-PII CERTIFICATION**

### **STATE OF COLORADO THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D-PII CERTIFICATION

### STATE OF COLORADO

#### **THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_