

VENICE

COPY

Contact: DENNIS, F.C.
Phone: (970)491-3006
Department: CO State Frst Svc

Financial Assistance Program

Multiple Payments

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	FINANCIAL ASSISTANCE PROGRAM COOPERATIVE MATCH PROJECT; Front Range Fuels Treatment Partnership (a.k.a. FRFTP); Project # 536624-FC; Glacier View Fuels Reduction Phase 2	1	LOT	3300.0000	3300.00	536624	5980	
TOTAL:								
FINAL PAYMENT					\$3,300.00			

FINAL PAYMENT
Program Payment Request Processed
09-19-08
FORM 828 ATTACHED

DATE _____



COPY

Colorado State Forest Service Program Payment Request

GRANT PROGRAM (CHECK APPROPRIATE PROGRAM TYPE):	
Bureau of Land Management Task Order Program	
Volunteer or Rural Fire Assistance (a.k.a.: VFA/RFA)	
Forest Land Enhancement Program (a.k.a.: FLEP)	
Insect and Disease Prevention and Suppression Program	
State Fire Assistance (a.k.a.: SFA)	
Front Range Fuels Treatment Partnership (a.k.a.: FRFTP)	X
Stevens Fuels Treatment Funds	
Cooperative Fire Agreement (Active Fire Suppression Cooperators; CRS#R-24-103-206-01)	

☒ Checked for Federal suspension and debarment (State Office) <http://www.epis.gov/>
09-19-08
KCName: Glacier View Fire Protection DistrictAddress: 1414 Green Mountain DriveLivermore, CO 80536

~

Approved for Payment
C.S.F.S.

A404824

09-19-08
KC

The above named has submitted a project application that has been reviewed and approved by the Colorado State Forest Service for funding from Federal Assistance.

Grant Number: 536624 - FCCooperator Match: \$11,026.42 ~Approved Funding: \$3300Total Project: ~~\$10,099.27~~ \$14,326.42CSFS Account Number: 536624 - 5986Amount of Payment: ~~\$~~ 3300.00Circle one: 1st Payment 2nd Payment 3rd Payment
Final Payment

 Approved by Brydo Ruben
 (Program manager signature)
Date: 9/19/08

**LANDOWNER ASSISTANCE PROGRAMS
ACCOMPLISHMENT REPORT FOR REIMBURSEMENT (Page 1)**

Project No. 536624
(For Official Use Only-
No. from original application)

Applicant name (please print): Glacier View Fire Protection District

	Total Contracted Services¹	Total Landowner Services²	Totals
Labor Cost (Actual)	\$6,799.27	\$12,003.42	A Labor Cost= \$12,003.42 6,757.20
Operating Exp ^{3,*} (Actual)		\$2,323.00	B Oper. Exp.= \$2,323.00 3,655.50
Value of donated services and materials (not an actual cost)			C Total value of donations \$0 5,903.17
Revenue Generated (from sale of wood products only) ^{4,*}			D Revenue= 0
Project Cost		16,315.87	E Total Project (A+B+C-D)= \$14,326.42
			Amount Originally Approved = \$3300.00
How much of your total cost was paid to CSFS for Products and/or Services? <u>\$ 0</u>			Amount to be Reimbursed ⁵ (.5XE) not to exceed Actual Costs 3300.00

¹ Any contracted services where payment was made for services.

² Use up to \$ 18.77/hour for Landowner and volunteer time. This is the maximum allowable.

³ Equipment rental, supplies, etc. needed to complete project. (Tools and Equipment purchases are not reimbursable.)

⁴ Any revenue generated from the sale of wood products is deducted from total project cost.

⁵ Reimbursement amount cannot exceed amount approved. No partial payments.

* Attach receipts, Cost Documentation Form D (contractor costs, your time ledger, gas, oil, etc). Keep copies for your files.

* Landowner Signature: [Signature]

Date: 9-5-08

All expenses are true and accurate and all cost share is true and accurate.

Mailing Address: 1414 Green Mountain Dr. City: Livermore

County: Larimer State: CO Zip: 80536 Phone: 970-493-3353

Practice certified by: [Signature]

CSFS forester

Payment Approval: [Signature] Amount: \$3,300.00 Date: 09-19-08

CSFS program manager

Return this form, along with your completed Cost Documentation Form to your local **Colorado State Forest Service District Office**. Retain documentation such as receipts and payment for six (6) years. The IRS considers reimbursable funds as ordinary income. Please consult your tax advisor.

LANDOWNER ASSISTANCE PROGRAMS
ACCOMPLISHMENT REPORT (page 2)

Project No. 536624

To be completed by CSFS forester:

PROGRAM:

WUI Incentives D-space: _____ I & D Prevention and Suppression – Bark Beetle: _____

FLEP: _____ FRFTP: X STEVENS' Fund: _____ SFA: _____

WUI D-space Accomplishment:

No. of D-spaces = _____ Acres slash disposal = _____ Acres fuel breaks = _____

Acres thinned = _____ Acres pruned = _____

I & D Prevention and Suppression Accomplishment:

No. of infested trees treated: _____

Acres inspected and treated: _____

Acres thinned: _____

FLEP Accomplishment (Not included above):

#1 Plan Acres = _____

#5 Acres = _____

#9 Acres treated = _____

#2 Acres tree planting = _____

#6 Acres treated = _____

#10 Acres of restoration = _____

Acres treated = _____

#7 Acres treated = _____

#11 Acres = _____

#3 Acres treated = _____

#8 Acres treated = _____

#4 Acres planted/ renovated = _____





Glacier View Phase II

Colorado State Forest Service Program Payment Request

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☐ Checked for Federal suspension and debarment (State Office) <http://www.epls.gov/>

Name: Glacier View Fire Protection District

Address: 1414 Green Mountain Drive

Livermore, CO 80536

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Cooperator Match: \$11,026.42

Approved Funding: \$3300

Total Project: \$10,099.27

CSFS Account Number: 536624

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Circle one: 1st Payment

2nd Payment

3rd Payment

Final Payment

Approved by _____
(Program manager signature)

Date: _____

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Practice certified by: [Signature]
 CSFS forester

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 CSFS program manager

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Acres treated = _____

#7 Acres treated = _____

#11 Acres = _____


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#8 Acres treated = _____

#4 Acres planted/ renovated = _____

LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$18.77/hr. Separate expenses by component (activity). Attach receipts.


Landowner Signature

Date	By Whom:	Activity/Expense:	Hours	Expenses
3/6/08	GV	Burn slash piles	138.5	2,562.11
3/6/08	GV	Engine 602 + 604 @ 40/hr type 6 Fuel @ 3.83/gal 100 gal.	48.5	1,940.00
		Fuel is bought in bulk + Receipts are not available for JUST this project.		383.00
		Command squad for oversight on slash cut 7 day @ 40/day		120.00
7/05	%5	Planning + Landowner agreements	34	638.18
4 days	Alternative			
in July + Aug.	Sentencing Unit	ASU - cut piling slash in project area	360	6,757.20
July				
Sept 05	Tony Simons	Work w/Tony Simons plan cutting areas	144	2,702.88
June 05 + Justin Whitesell		Assist crew with tree cutting		
		Total	#	16,315.87
				\$14,326.42
		We still have slash piles to be burned that were not done due to adverse weather conditions. We estimate another 40-60 hours of burning.		

ad & Recreation Assoc.
Green Mtn. Drive
Livermore, CO 80536

Voice: 970-493-6812
Fax: 970-493-4086

Sold To:
GVM Fire Protection District
1414 Green Mtn. Drive
Livermore, CO 80536

Invoice

Invoice Number

Invoice Date

May 21, 2008

Page

Customer ID	Customer PO	Payment Terms	
GVM		Net Due	
Sales Rep	Shipping Method	Ship Date	Due Date
	US Mail		5/21/08

Quantity	Item	Description	Unit Price	Extension
		102.10 Gal Fuel @\$3.435		350.72
		Tax @ .404		41.25
		42.2 Gal. Diesel @\$4.089		172.55
		Tax @ .0125		0.53

Handwritten notes:
Fuel price
100 hrs.
\$383.00
Engine 602
Squid
6/4/08
ck # 6308
B 610.04

Check/Credit Memo No:

Subtotal 565.04
Sales Tax
Total Invoice Amount 565.04
Payment/Credit Applied
TOTAL 565.04

Handwritten: Pd credit of 610.04
JLK mm

Glacier View ~~RT~~ mitigation Grant
 Greg hrs off day times

GLACIER VIEW TIMESHEET

*EXTRA TRAINING: INDIVIDUAL TRAINING-INSTRUCTOR(S) & TRAINEE(S) LIST SEPARATELY

LIST NUMBER OF HOURS FOR EACH PERSON IN OTHER CATEGORIES

CLASS PLANNING AND TRAVEL/SHOPPING ARE ADMIN HOURS

NAME	DATE	ADMIN. HOURS	COMM SERV HOURS	EXTRA TRAINING hrs*	WHAT KIND OF TRAINING	VEHICLE INVOLVED	AUXILIARY HOURS
Greg Nisacuk	8/4/05	3.5					
"	8/5/05	6.0					
	8/8/05	2.5					
	8/12	7.0			work Access agreement		
	8/20	2.0					
	8/26/05	4.0			Goer-site ASU	4 days	
	9/2/05	3.0					
	9/20	2.0					
	NOV 05	4.0			Burnings		
		(34) - admin					
Greg + 2	Dec 3 ^{3x}	6.0 = 18			Burnings		
	1 veh. @ 65/hr.						
March 06	4 people	3.0 = 12			Burnings		
	2 Trucks						

ineligible

eligible

W/squad @ 40/play
 \$120.00

6 for 1 = 6
 3 for 2 = 6
 12 hrs. Veh.

602 73 @
 604
 65/hr.

30

ADMIN Hrs - 34 x 18.77 = 638.1
 Burnings - 30 hrs x 18.77 = 563.1

1 vehicle \$780.00

TOTAL Burning hours
90.5

March 2006

009

GLACIER VIEW TIMESHEET

***EXTRA TRAINING: INDIVIDUAL TRAINING-INSTRUCTOR(S) & TRAINEE(S) LIST SEPARATELY**

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CLASS PLANNING AND TRAVEL/SHOPPING ARE ADMIN HOURS

NAME	DATE	ADMIN. HOURS	COMM SERV HOURS	EXTRA TRAINING hrs*	WHAT KIND OF TRAINING	VEHICLE INVOLVED	AUXILLARY HOURS
get ext. hrs from 4th paper	3/4/06			08 hrs.			
Brian Green	3/06	20	→ emergency prep work → burning 1 hr				
Jerry Green	3/06	12					
Carol Mackay	3/06			03 hrs	flash fire		
Lori Wood	3/06			03 hrs	flash fire		
Jerry Wood	3/06			03 hrs	flash fire		
Bob Isaacson	3/31			1 hr	E 302 Familiarization	E 302	
Lori + Jerry	4/9			1 1/2	hose rolling		
Lori + Jerry	4/10			1 1/2	TARP FOLDING, HARD SUCTION	Hose Practice	
Carole Mackay	4/19			1 hr	Ambulance training		
John Miller	4/19			1 hr	Ambulance training		
Bob Isaacson	4/20			1 hr	Pump operation (live)	E 302	
Lori + Jerry	4/20			1 hr	Hot Training		

eligible

2

- 2 veh. x 3 hrs.

6 vehicles for 2

Burning - 9/10 man hrs.

[Signature]

Jan 2007

GLACIER VIEW TIMESHEET

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CLASS PLANNING AND TRAVEL/SHOPPING ARE ADMIN HOURS

eligible {

NAME	DATE	ADMIN. HOURS	COMM SERV HOURS	EXTRA TRAINING hrs*	WHAT KIND OF TRAINING	VEHICLE INVOLVED	AUXILLARY HOURS
Issacson	1/6			3	IS 100		
Issacson	1/12		2 slash FILE				
Wood	1/12		2 "				
J. Miller	1/20		3 "				
A. Niswender	1/20		3 "				
L. Wood	1/20		3 "				
A. Niswender	1/30/07	1.5			EMS		
J. Gould	1/30/07	1.5			EMS		
Greg		40					
Janx	R/Alan						

ad. 43

673

124

Burning - 13
vehicles - 6 hrs

Jul 2007

GLACIER VIEW TIMESHEET

*EXTRA TRAINING: INDIVIDUAL TRAINING-INSTRUCTOR(S) & TRAINEE(S) LIST SEPARATELY

LIST NUMBER OF HOURS FOR EACH PERSON IN OTHER CATEGORIES

CLASS PLANNING AND TRAVEL/SHOPPING ARE ADMIN HOURS

NAME	DATE	ADMIN. HOURS	COMM SERV HOURS	EXTRA TRAINING hrs*	WHAT KIND OF TRAINING	VEHICLE INVOLVED	AUXILLARY HOURS
A. Niswender	2/8/07	3		3	AED ^{med w/} rep. &		
G. Niswender	2/8/07	3		3	EMS		
J. Gould	2/8/07	3		3	planning		
S. Hewitt	2/8/07	3		3			
A. Niswender	2/11/07	1			EMS Grant		
G. Niswender	2/11/07	1					
J. Gould	2/11/07	1					
S. Hewitt	2/11/07	1					
S. Foster							
G. Niswender				12			
R. Isaacson	2/15/07		3x 4 (40 pilon)	12	2 1/2 Burning	602	
D. Hoffman				12	Pure Burning	602	
Isaacson			3x 4 (50 pilon)				
Hoffman, J. Woods	2/22/07						
Isaacson					Hybrid		
Woods, Miller	2/26/07			2	Extraction Airbag		
Isaacson Woods					VCRS		
Niswender	2/24 & 2/25			14	Training		
Lee							

2/24 & 2/13
eligible

} 4 vehicle

Admin hours 16
40
56

8
Comm serv.

16
Ext Training

Burning 24
009

March 2007

GLACIER VIEW TIMESHEET

*EXTRA TRAINING: INDIVIDUAL TRAINING-INSTRUCTOR(S) & TRAINEE(S) LIST SEPARATELY

LIST NUMBER OF HOURS FOR EACH PERSON IN OTHER CATEGORIES

CLASS PLANNING AND TRAVEL/SHOPPING ARE ADMIN HOURS

NAME	DATE	ADMIN. HOURS	COMM SERV HOURS	EXTRA TRAINING hrs*	WHAT KIND OF TRAINING	VEHICLE INVOLVED	AUXILLARY HOURS
Isaacson J Wood	3/1/07			2	Tender 1 pump & draft	Tender 1	
D. Hoffman J. Foster	3/2/07			1 1/2 3:00	Driver Train Pump & Draft	601 601	
J. Ward	3/4/07			2	DRAFT	Tender	
L. Wood	3/4/07			2	DRAFT	Tender	
J. Miller	3/5/07			3	Draft	Tender	
J. Wood	3/5/07			3	Draft	Tender	
DAVE Hoffman	3/5/07			3	Draft	Tender	
Renata Campbell	3/5/07			3	Draft	Tender	
Carole Mackay	3/5/07			3	Draft	Tender	
J. Wood	3/7			1	DRIVING	E302	
L. Wood	3/7			1	DRIVING	E302	
Isaacson, Ward, J. Hoffman	3/8		3x 4 = 12		Ple Burning		
J. Wood	3/8			2 1/2	Draft	Tender	
L. Wood	3/8			2 1/2	DRAFT	Tender	

Admin = 80 hrs.

Burning-12

4 vehicle

009

GLACIERVIEW ATTENDANCE

SUBJECT SLASH Pile Burning

INSTRUCTOR _____

TIME SPENT: 3.5 hours HRS ~~4.0~~

DATE: 12/29/07

602
604
601
3 x 3.5

NAME

NAME

☒ Greg
☒ Jerry
☒ Bob
☒ Pam
☒ TOM B;rell
☒ wog. Sud
☒ wog. Galen
☒ WARREN Jones
☒ Sue Hewitt
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Burning
9 x 3.5 = 31.5



DB -

File

Jan 2008

GLACIER VIEW ATTENDANCE

SUBJECT Slash Burn - Manhead/Green Mt.

INSTRUCTOR ~~7~~

TIME SPENT: 2.0 hrs HRS

DATE: 1/12/08

L 102
624

Entered
OK.

NAME

WHAT YOU DID

- ☒ Greg
- ☒ Bob
- ☒ Jerry
- ☒ John Miller
- ☒ Sue Hewitt
- ☒ TOM Bizzel
- ☐ _____
- ☐ _____
- ☐ _____
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- ☐ _____
- ☐ _____
- ☐ _____

6 x 2 =
12 hrs. man

2 x 2 vehicles
4 hrs.

GLACIER VIEW TIMESHEET

LIST NUMBER OF HOURS FOR EACH PERSON IN OTHER CATEGORIES

CLASS PLANNING AND TRAVEL/SHOPPING ARE ADMIN HOURS.

[illegible]

Burnin 5
4-man hours

Vehicle has

Total men hours sum - 106.5
Total ~~vehicle~~ hours - 36.5

Greg Niswender

From: "White, Denise" <Denise.White@ColoState.EDU>
To: <greg@glacierviewfire.org>
Sent: Friday, September 05, 2008 9:38 AM
Subject: FW: Glacier View II--In Kind

-----Original Message-----

From: Tony Simons [mailto:tsimons@larimer.org]
Sent: Monday, September 19, 2005 2:20 PM
To: denise@lamar.colostate.edu
Subject: Glacier View II--In Kind

Good Afternoon, finally got the numbers for you for the Glacier View Project

360 hours worked by ASU.

I do not remember the dollar amount fo inkind used to be \$10.98.

€ 3952.80

Let me know if you need more.

Tony

*I believe this was completed Between
July 1 & Sept 1 of 05*

Greg

Greg Niswender

From: "White, Denise" <Denise.White@ColoState.EDU>
To: <greg@glacierviewfire.org>
Sent: Friday, September 05, 2008 9:43 AM
Subject: FW: Glacier View II--In Kind

Greg,

He used the old rate to figure this. This represents 144 hours which will now total \$2702.88.

Denise

-----Original Message-----

From: Tony Simons [mailto:tsimons@larimer.org]
Sent: Tuesday, September 20, 2005 8:27 AM
To: denise@lamar.colostate.edu
Subject: RE: Glacier View II--In Kind

Justin and my match totals \$1680.00 and that is before burning.

>>> "Denise White" <denise@lamar.colostate.edu> 09/19 3:46 PM >>>

Hmmm...that's 440 hours, or \$5139 short for the match. Time is now worth \$11.68/hr. The ASU crew contributed \$4204.80 and I've already paid the county crew \$6799.73. Can you do the burn for no grant money AND come up with 223 volunteer hours? These hours can be from what Greg estimates he's spent on the project and from volunteer firefighters during the pile burns. How many hours have you spent on just Phase II so far, Greg?

Denise

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Tony

FILE COPY

***** FILE COPY NON-NEGOTIABLE *****

404824

Date Requested: 12/21/07

V GLACIER VIEW FIRE PROT DIST
E 1416 GREEN MTN DR
N LIVERMORE CO 80536
D
O
R

S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 404824
P FORT COLLINS CO 80523-6011

Contact: DENNIS, F.C.
Phone: (970)491-3006
Department: CO State Frst Svc

TO:

Financial Assistance Program
Multiple Payments

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TOTAL:					\$3,300.00			

ENCUMBERED

NOTIFY THE DEPARTMENT
IMMEDIATELY IF THERE ARE
ANY EXCEPTIONS TO THIS AFE

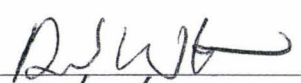
SIGNATURE

DATE

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS # 805 Rev. 02/04/05

A 404824

Date: 12/20/07		Requested By: Denise White		Resale to:		CSFS Invoice #:		
Vendor: <u>Glacier View Fire Protection District</u> <u>1414 Green Mountain Drive</u> <u>Livermore, CO 80526</u> (PLEASE PROVIDE COMPLETE ADDRESS)				Ship To: <u>Colorado State Forest Service</u> <u>ATTN: Denise White</u> <u>5060 Campus Delivery Bldg 1052</u> <u>Fort Collins, CO 80523-5060</u> (PLEASE PROVIDE COMPLETE DELIVERY ADDRESS)				
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification Form) <input type="checkbox"/> Previous Supplier <input type="checkbox"/> Other					Terms:			
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB			Delivery Date:		Deliver to: Initials <u>DW</u> Bldg <u>1052</u> Room <u> </u> Phone <u>1-8348</u>			
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total	
1	536624	4550	1		Glacier View Fuels Reduction Phase 2	\$3300.00	\$3300.00	
2		5980						
3		"						
4								
5								
6								
7	ENCUMBERED 12-21-07 KC							
8								
9								
10								
SPECIAL INSTRUCTIONS: Encumber Funds.				Expenditure Approval: Authorized Signature: <u></u> Date: <u>12/20/07</u>			Subtotal: \$ <u>3300.00</u> Discount: \$ <u> </u> TOTAL: \$ <u>3300.00</u>	



PURCHASE ORDER

P318705

PHONE (970) 491-5105 FAX (970) 491-5523

PURCHASE ORDER

EXPECTED DELIVERY DATE

DESTINATION PREPAID

DEPT. NO.

V0000233270-2E

LARIMER COUNTY
WILDFIRE SAFETY
P O BOX 1190
ATTN TONY SIMONS
FORT COLLINS CO 80522

SHIP
TO

REFERENCE P.O. 5318705

Dense white

NUMBER	PERCENT	AMOUNT
<p>WHEN YOU RECEIVE THE INVOICE, SIGN, DATE & RETURN TO SELLER WITHIN 15 DAYS OF PACKING DATE TO SECURE CREDIT.</p> <p>DATE REC'D: 4-3-05</p> <p>SIGNED: [Signature]</p> <p>COPY NO. [Blank]</p>		<p>EXTENSION</p> <p>46-3-05</p>

Please only
reimburse
for \$6,799.71.
An invoice for
the remaining
amount will be
sent at a later
date.

9,290.00

PAYMENTS

PAYMENTS				PAYMENTS					
D/S CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	C _F	D/S CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
									\$ _____
									DATE _____
									INITIALS _____

Larimer County Wildfire Safety
c/o Betsey Nail
2501 Midpoint
Fort Collins, CO 80525

Invoice No. 87925

INVOICE

Customer

Name Colorado State Forest Service
Address Building 1052, Foothill Campus, Colorado State University
City Fort Collins State CO ZIP 80523-5057
Phone 303-607-4852

Misc

Date 07/05/2005
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	Labor and Benefits for fuels reduction work. Account # 101.051340.GL000100.41506.0	\$6,064.73	\$ 6,064.73
1	Materials Cost Account # 101.051340.GL000101.57207.0	\$ 735.00	\$ 735.00
***** Please make check out to Larimer County*****			

SubTotal \$ 6,799.73
Shipping

Payment

Comments

Name

CC #

Expires

Tax Rate(s)

TOTAL \$ 6,799.73



DATE

PURCHASE ORDER

09/09/05

P318705-C0.01

PURCHASING DEPARTMENT
FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

ORIG PO DATE 05/20/05

PURCHASE ORDER

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

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PURCH. CONTACT

DESTINATION PREPAID

PHONE

DEPT. NO.

JOHN SWARO

(970) 491-1397

Q070146

5060

V0000233270-25

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RLARIMER COUNTY
WILDFIRE SAFETY
P O BOX 1190
2501 MIDPOINT
FORT COLLINS CO 80525S
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REFERENCE P.O. P318705

D. White

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
002			<p>CHANGE ORDER</p> <p>CHANGE ORDER #1:</p> <p>LINE #1: EXTEND END DATE END DATE: AUGUST 31, 2007</p> <p>NO CHANGE IN PURCHASE ORDER TOTAL PER J SWARO/ML</p>		

WHEN YOU RECEIVE THE ABOVE ITEM(S)
COMPLETE, SIGN, DATE & RETURN THIS
COPY W/COPY OF PACKING SLIP TO S.O.

SIGNED _____
DATE REC'D _____

TOTAL

\$

.00

PAYMENTS

P.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

C.P.F.	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$ _____
					DATE _____
					INITIALS _____

CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of Colorado State Forest Service, Fort Collins District ("University"), and Larimer County Wildfire Safety, PO number P318705 ("Contractor").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date of this Amendment.** This Amendment shall be effective on the later of August 31, 2005 or the date that it is fully executed by the authorized representatives of the parties, below.
2. **Identification of Original Agreement.** University and Contractor entered into a written agreement dated May 20, 2005 (the "Agreement"), entitled "Service Agreement", concerning the following subject matter: Glacier View Fuels Reduction Project. **A true and correct copy of the Agreement, together with any and all amendments made subsequent to such Agreement, is attached hereto as Exhibit 1 to Contract Amendment Number 1 and incorporated herein by reference.**
3. **Amendments.** University and Contractor now desire to the amend the Agreement and the prior amendments thereto, if any, as follows (check one or more of the following as applicable):

☒ By changing the end date of the Agreement. The new end date shall be: August 31, 2007.

☐ By altering the Scope of Work under the Agreement. **A new Scope of Work attachment is attached to this Amendment as "Exhibit 2 to Contract Amendment Number " and hereby incorporated by reference.**

☐ By increasing or decreasing the amount of the payment obligation or the payment schedule under the Agreement. A new payment schedule setting forth the adjusted contract price and any payment dates, amounts and condition is attached to this Amendment as **"Exhibit 3 to Contract Amendment Number "** and hereby incorporated by reference. **If the total amount payable to the Contractor under this Amendment is greater than the amount set forth in the original Agreement, the additional amount (or not-to-exceed amount) must be set forth in Exhibit 3.**

☐ In the following particulars not otherwise described above:

4. **Effect.** If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement or any prior amendments thereto, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Agreement and any prior amendments thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.
5. **Controller's Approval.** CRS 24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
6. **Fund Availability.** CRS 24-30-202 (5.5). Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.



05/20/05

P318705

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

PURCHASE ORDER

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

DESTINATION PREPAID

PURCH. CONTACT

PHONE

DEPT. NO.

JOHN SWARO

(970) 491-1397

Q070146

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V0000233270-25

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LARIMER COUNTY
WILDFIRE SAFETY
P O BOX 1190
ATTN TONY SIMONS
FORT COLLINS CO 80522

S
H
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P
T
O

REFERENCE P.O. P318705

Denise White

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

QTY.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE AGREEMENT		
101	1.00	LOT	SERVICE AGREEMENT FOR GLACIER VIEW RUELS REDUCTION PROJECT PER ATTACHED CONTRACT. END DATE: SEP 30, 2005 PAYMENT UPON RECIEPT OF INVOICE PER CONTRACT. ORDER FAXED IN DO NOT DUPLICATE HL 5-36847-4550	9,200.0000	9,200.00

WHEN YOU RECEIVE THE ABOVE ITEM(S)
COMPLETE, SIGN, DATE & RETURN THIS
COPY WITH COPY OF PACKING SLIP TO S.O.
SIGNED _____
DATE REC'D _____

TOTAL

\$ 9,200.00

PAYMENTS

DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

CP#	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$ _____
					DATE _____
					INITIALS _____

DEPARTMENT

INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the Effective Date in section 2 below. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

I. PARTIES:

Q070146

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
CONTACT NAME: Denise White
DEPARTMENT: Colorado State Forest Service, Fort Collins District
5075 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5075
TELE: (970) 491-8348
FAX: (970) 491-8645
EMAIL:denise@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
Larimer County
TYPE OF BUSINESS: <u>Other:</u>
STATE OF BUSINESS REGISTRATION: CO
BUSINESS ADDRESS: P.O. Box 1190
CITY, STATE, ZIP: Fort Collins, CO 80522
FEIN or TAX ID#: 84-6000779
CONTACT NAME: Tony Simons
DEPARTMENT: Larimer County Wildfire Safety
TELE: (980) 498-7718
FAX: (980) 498-7711
EMAIL:tsimons@larimer.org

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 5-36847; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Sole Source Justification number n/a;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

II. TERMS AND CONDITIONS OF THE CONTRACT

1. Independent Contractor; Relationship of the Parties. The parties aver that:

- The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
- The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
- The Contractor, if a sole proprietor, represents and warrants that he/she ☐ has ☒ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. **If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet;** and
- This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- SEP 30 2005
- Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: n/a and shall terminate on May 31, 2008 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until**

the State Controller, or such assistant as he may delegate, has signed it. The State Controller or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

3. **Payment Terms.**

a. **Check one box only:**

- i. ☐ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of _____ payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☒ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed \$9,200.00 and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

4. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document

satisfactory to the State showing compliance with this provision.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium).

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
9. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed

under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above.
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
 - ☒ **Exhibit A: Scope of Work**
 - ☒ **Exhibit B: Payment Provisions**
 - ☒ **Exhibit C: Federal Funds Addendum**
 - ☐ **Other:**
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS
(For Use Only with Inter-Governmental Contracts)

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1)**
This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
2. **FUND AVAILABILITY. CRS 24-30-202 (5.5)**
Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.**
To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2**
THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.
5. **NON-DISCRIMINATION.**
The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW**
The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.
7. **SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00**
No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.
8. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507**
The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: April 1, 2004

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Glacier View Fuels Reduction Project

Project Location: The Glacier View Fuels Reduction Project is located on approximately 12 acres within Section 15, Township 9 North, Range 72 West, 6th Principal Meridian, Larimer County, Colorado. All project land is private (Glacier View Meadows Green Belt). Best access is from Glacier View gate 8 (near Glacier View Fire Station 1) and Green Mountain Drive to Mount Champion Drive and Manhead Mountain Court.

Project Objectives: The primary objectives of the Glacier View Fuels Reduction Project are to:

- Reduce wildfire hazards by reducing forest stand densities, removal of ladder fuels, and modifying stand structure.
- Reduce the threat of forest insect and disease attacks through sanitation and reducing stand densities.
- Maintain or enhance habitat for Abert's squirrel

Project Details:


Cutting Guidelines

- All units will be cut as described below.
 - A residual growing stock level basal area of 60 to 80 will be left.
 - Remove any ponderosa pine trees infected with dwarf mistletoe.
 - Favor ponderosa pine where feasible.
 - Thin Douglas-fir seedlings and saplings (less than 5 inches dbh) to a 10 to 12 foot spacing.
 - No ponderosa pine trees 20 inches dbh or greater will be cut unless infected with dwarf mistletoe.
 - Few to no ponderosa pine trees 12 inches dbh or greater will be cut unless infected with dwarf mistletoe.
 - Individual live trees and standing dead trees to be left for squirrel or other wildlife habitat will be marked with a yellow dot at the base.
 - Tree clusters to be left for squirrel habitat will be marked with a yellow dot at the base of perimeter trees.
 - Lower limbs/branches of standing leave trees taller than 20 feet must be removed to a height of 5 feet.
 - Stumps will be cut to a maximum of four inches on the uphill side.
 - All felled trees will be bucked into four to six foot lengths unless otherwise directed by contract administrator.
 - Previously existing downed wood debris will be left in place.
 - Slash will be hand piled in open areas away from standing and downed trees. Piles should be no larger than eight feet wide and six feet high.
- UNIT 1 project boundaries are as follows:
 - North boundary – Lots 51,52,53,54 (boundary trees marked with blue dot at dbh on cutting unit side)
 - East boundary – Lot 63 (boundary trees marked with blue dot at dbh on cutting unit side)
 - West boundary – Lot 49 (boundary trees marked with blue dot at dbh on cutting unit side)
 - South boundary – USFS parcel 29154-00-964 (boundary trees marked with blue dot at dbh on cutting unit side)

Other

- A pre-work site inspection will be conducted with contractor, project administrator, and fire protection district representative.
- Regular site visits will be conducted by project administrator.
- Upon project completion, contractor must request a final inspection by the contract administrator. A representative of the fire protection district will be encouraged to attend the final inspection.
- Payment will be processed upon successful completion of the project and after final inspection is complete.
- All issues and concerns of the fire protection district, adjoining property owners and others shall be referred to the project administrator.
- Contract extensions may be available due to adverse weather conditions. Requests for extensions must be made in writing and will be granted at the sole discretion of the Project Administrator.

Initials:



- The general area to be worked is shown on the attached map. There is an estimated 12+/- acres in the treatment unit. This acreage will be used as the official work area.
- All access will be from existing roads and trails. No new roads, trails or skid trails will be built.
- Contractor and contract administrator will develop a mutually agreed upon work schedule.
- Smoking is only allowed in vehicles.
- Each vehicle must have a fire extinguisher and a minimum of one fire tool per cutting crew member.
- Pile burning is to be completed by the Glacier View Fire Protection District, Larimer County and/or the Colorado State Forest Service.

Exhibit A to Independent Services Contract

A-2

Initials:

TG
JDW

PROJECT AREA MAP

Glacier View Fuels Reduction Project
Phase 2



1000 0 1000 2000 3000 Feet



Exhibit A to Independent Services Contract

A-3

Initials:

TG
JW

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE

Following completion, the project will be inspected by the Colorado State Forest Service. When the project is completed per EXHIBIT A SCOPE OF WORK, and approved in writing, CSFS will accept an invoice from the contractor and submit for payment. The inspection will be documented on a project inspection form or other appropriate document.

Initials:

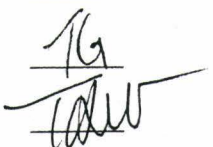
Handwritten initials, possibly "TG" and "CW", written in black ink.

EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

a. Acceptance of this Subaward constitutes certification that the [Subrecipient] [Contractor] is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Acceptance of this Subaward constitutes certification that the Subrecipient is not delinquent on any Federal debt.

c. Acceptance of this Subaward constitutes certification that to the best of the Subrecipient's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. Acceptance of this Subaward constitutes certification that the Subrecipient has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.

e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of Agriculture] for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations; Audit:

The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2005

PRODUCER (303)773-9999 FAX (303)773-9776

Arthur J. Gallagher & Co. - Denver

6399 S. Fiddlers Green Circle, Suite 200

Greenwood Village, CO 80111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Larimer County, Colorado

ATTN: Risk Management Dept.

2555 Midpoint Drive, Suite B

Fort Collins, CO 80525-4425

INSURER A: Genesis Insurance Company

INSURER B: Safety National Casualty Corp

INSURER C: Landmark American Insurance Co

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	YXB300596G	05/15/2005	05/15/2006	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> SIR \$500K Per Occ.				PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:	COV A - GENERAL LIAB. AUTO LIAB., LEL LIAB. COV B - PUBLIC OFFICIALS LIABILITY			GENERAL AGGREGATE \$ 6,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY	YXB300596G	05/15/2005	05/15/2006	COMBINED SINGLE LIMIT (Ea accident) \$ Included
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ In
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ COV A
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ Above
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SP9604C0	05/15/2005	05/15/2006	WC STATU-TORY LIMITS OTH-ER \$
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below				
C	OTHER	LHT341054	05/15/2005	05/15/2006	Blanket Limit \$182,621,825
	Auto Physical Damage				Ded:\$25,000 Comp. & Collision \$100,000 Hail

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Front Range Fuel Treatment Partnership.

CERTIFICATE HOLDER

Colorado State Forest Service
Fort Collins District
Attn: Denise White
5075 Campus Delivery, CSU
Fort Collins, CO 80523-5075

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen Graham/NMS

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Front Range Fuels Treatment Partnership

Vegetative Management Program

Glacier View Fuels Reduction Project

Project Funding Proposal
Phase 2

November 3, 2004

*Approved 11-29-04
per email from C. Dennis
ACT # 5-36847
DTR*

Prepared by:

Dave Farmer
Colorado State Forest Service
Fort Collins District
5075 Campus Delivery, CSU
Fort Collins, CO 80523-5075
(970) 491-8445
(970) 491-8645 Fax
dfarmer@lamar.colostate.edu

Front Range Fuels Treatment Partnership
Vegetation Management Program
Project Funding Proposal Form

CSFS District: Fort Collins

Date: November 3, 2004

Cooperators: Glacier View Fire Protection District, Glacier View Road and Recreation Association, Larimer County Wildfire Safety, Larimer County Emergency Services, Larimer County Sheriff's Department – Alternative Sentencing Unit, Colorado State Forest Service – Fort Collins District.

Project Name: Glacier View Fuels Reduction Project – Phase 2

Funding Type Requested: *Companion Funds* _____ *FRFTP Funds* X *Planning Funds* _____

- Have you applied for any other grants for this project? Yes _____ No X

- Is so, which other grants have you applied for?

Legal Description: Sections 13-15, 22-26, & 36 T9N, R70W

Common Name of Property or Parcel: Glacier View Meadows

Parcel Number: Various

County: Larimer

Prescription: Fuels reduction, dwarf mistletoe treatments, thinning, pile burning

Size of Practice: Approximately 10 acres

Species: Ponderosa pine, Douglas-fir

Product to be Harvested: Limited, if any

Volume of Product: Minimal, if any

Estimated Direct Costs: \$18,544.00

Estimated Value (Gross): Minimal

Estimated Duration: 12-18 months

Other Benefits: In addition to fuels reduction, this project will help mitigate mountain pine beetle, ips beetle, and dwarf mistletoe. Use of the Alternative Sentencing Unit benefits the citizens of Larimer County.

Project Narrative and Comments: This is a continuation of the successful Phase 1 in which 10 acres where thinned.

Glacier View Meadows is a residential subdivision approximately 40 minutes northwest of Fort Collins. There are 1,020 lots ranging in size from 1/3 to 10 acres. The Glacier View Fire Protection District supports an active defensible space program and annual collects and burns slash from this program. Glacier View manages over 30 open space parcels that contain more than 80 forested acres. The Glacier view Fuels Reduction Project is addressing the wildfire hazards on these forested acres.

The Glacier View Fire Protection District, Glacier View Road and Recreation Association, Larimer County Wildfire Safety Specialist, and the Colorado State Forest Service support this project. Larimer County's Alternative Sentencing Unit (ASU) will be used to hand pile slash. CSFS is pursuing the possibility of working with the USFS Canyon Lakes Ranger District on National Forest Lands within Glacier View Meadows.

(Project map attached)

**Colorado State Forest Service
Front Range Fuels Treatment Partnership
Project Cost Worksheet**

CSFS District: Fort Collins

Project Name: Glacier View Fuels Reduction Project – Phase 2

County: Larimer **Parcel Name:** Glacier View Meadows

Prepared By: D. Farmer **Date:** 11/3/04

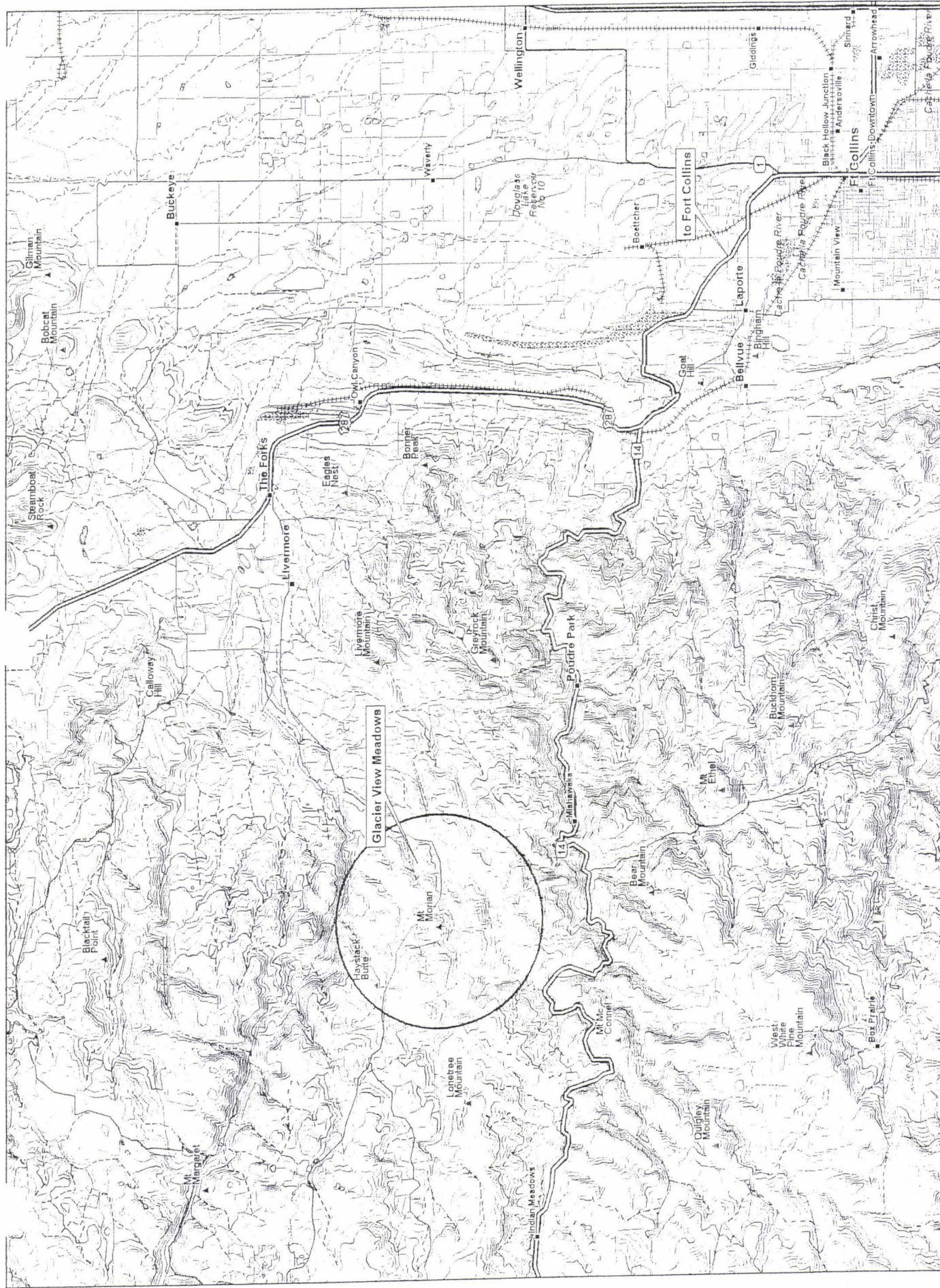
Cost Elements: Costs are: Projected X Actual

Table 1. Estimated costs for Phase II.

Item	Estimated Costs for Phase 2
Salary	FRFTP Staff
Hourly	\$0.00
Travel	\$0.00
Supplies	\$0.00
Printing/Copying	\$0.00
Vehicle	FRFTP Staff
Subtotal	\$0.00
Other 1 – County Saw Crew	\$5,900.00
Other 2 – County/VFD Burn Crew + materials	\$3,300.00
Subtotal (amount requested from FRFTP)	\$9,200.00
In-kind match* (40 hours x 20 x \$11.68/hour)	\$9,344.00
TOTAL PROJECT COST	\$18,544.00

* ASU crew will be used to hand pile slash for burning. This crew normally consists of 20 people with about 4 production hours per day. It is estimated they will need about 40 crew-work hours to complete slash piling.

Funding Type Requested: *Companion funds* _____ *FRFTP Funds* X *Planning Funds* _____



Glacier View - Filings 1-8



- Pile burning is to be completed by the Glacier View Fire Protection District, Larimer County and/or the Colorado State Forest Service.

PROJECT AREA MAP

Glacier View Fuels Reduction Project Phase 2



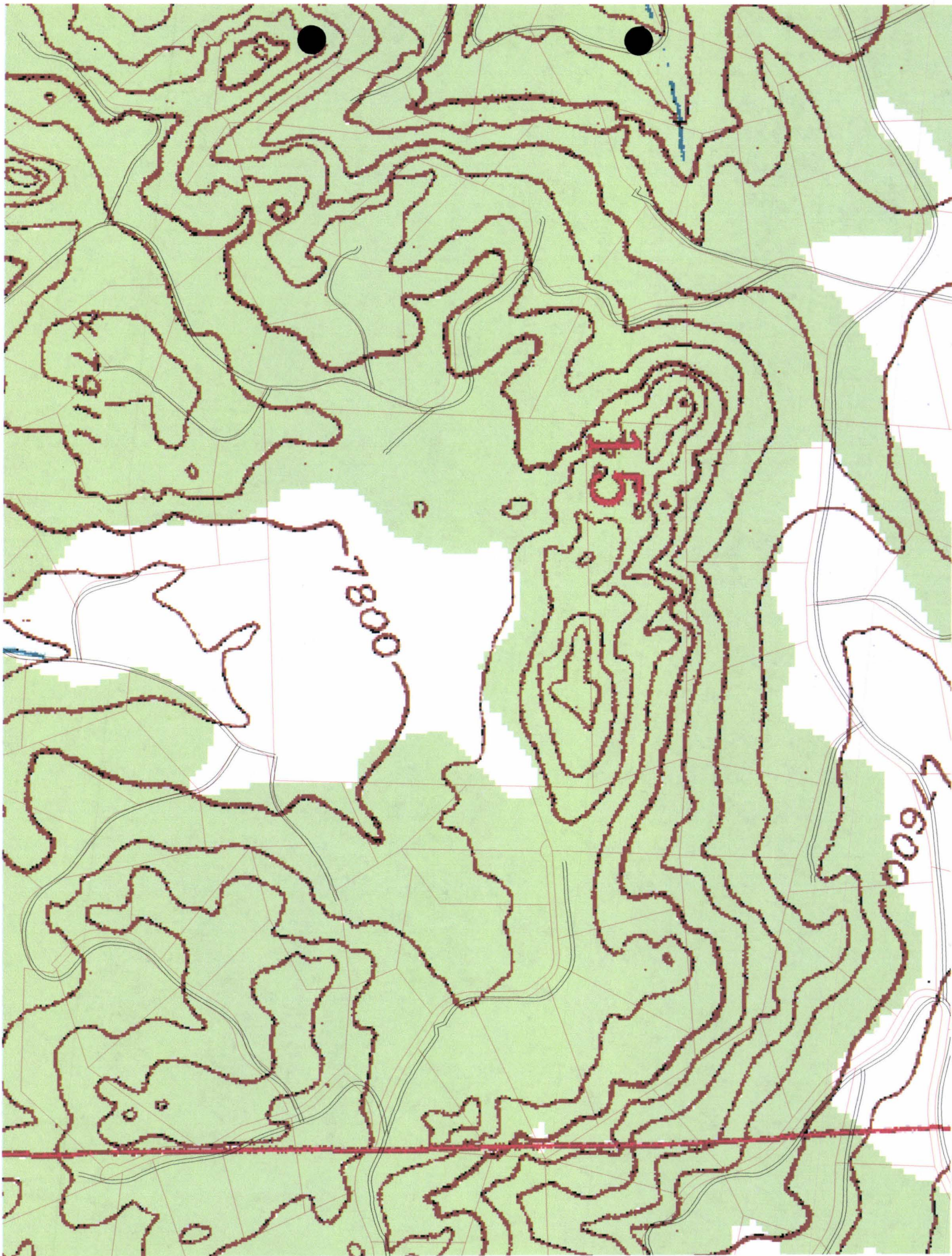
1000 0 1000 2000 3000 Feet



Exhibit A to Independent Services Contract

Initials:

A-1



Access Agreements for 6V Phase II

Names
and
Numbers

Five Star Phone Books!

OK Lot 52
2052 Imp
Hockman, David & Deirdre ✓
411 Mount Champion
482-0170

UN 53 303-452-5456
Leona Buss ✓
P.O. Box 33722
Northglenn, CO 80233

54
Imp Linda Bradford ✓
51 Mt. Margaret Ct
224-4400

UN 49
Ray & Waneta Lilienthal
936 50th Ave (970) 351-0591
Greeley, CO 80636

IM 63
OK Kenneth & Carole Mackay ✓
296 Manhead Mtn. Ct.
482-1462

Brian Gould, Assistant Chief
482-2838

531

PROJECT AREA MAP

Glacier View Fuels Reduction Project Phase 2



1000 0 1000 2000 3000 Feet



A = access agreement

Cutting Crew
Chris
Heather
Brian
Matt

Exhibit A to Independent Services Contract

Initials:

Access Agreement for Glacier View Green Belts

I, Leong Bass, Owner of Lot 53, Filing 2,
give foot access across my property to Glacier View Fire Department, Colorado State
Forest Service, and Larimer County fire mitigation crew, for the purpose of fire
mitigation and forest health tree thinning on the adjoining green belt to my property.
This agreement will allow crews to access green belts in my absence for stated purposes.

Glacier View Fire Department and its partners in this project will use all due caution and
respect to your property and privacy. Any problems or questions that may arise during
this project can be addressed by contacting Fire Chief Greg Niswender at the station 493-
3353, or at home 482-0217, or by Email at Ladymoon18@aol.com.

Glacier View Fire and its partners appreciate your cooperation in keeping our community
and forests a safer and healthier place.

Signed:

Landowner _____

Chief Greg Niswender GVFD.

Greg Niswender

Signed copy en route

Should Be Back By 6/3 Greg

Strong Verbal Commitment

*Use access to walk in Marked
with Orange & Blue Flagging*

Access Agreement for Glacier View Green Belts

I, Jeff Sullivan, Owner of Lot 52, Filing 2,
give foot access across my property to Glacier View Fire Department, Colorado State
Forest Service, and Larimer County fire mitigation crew, for the purpose of fire
mitigation and forest health tree thinning on the adjoining green belt to my property.
This agreement will allow crews to access green belts in my absence for stated purposes.

Glacier View Fire Department and its partners in this project will use all due caution and
respect to your property and privacy. Any problems or questions that may arise during
this project can be addressed by contacting Fire Chief Greg Niswender at the station 493-
3353, or at home 482-0217, or by Email at Ladymoon18@aol.com.

Glacier View Fire and its partners appreciate your cooperation in keeping our community
and forests a safer and healthier place.

Signed:

Landowner

Jeff Sullivan

Chief Greg Niswender GVFD.

Greg Niswender

address 411 Mt Champion

Access Agreement for Glacier View Green Belts

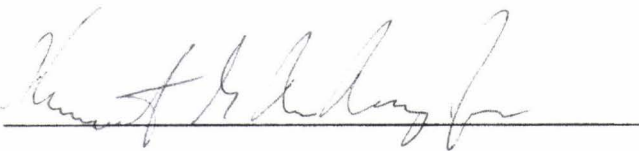
I, Kenneth McKay, Owner of Lot 63, Filing 2,
give foot access across my property to Glacier View Fire Department, Colorado State
Forest Service, and Larimer County fire mitigation crew, for the purpose of fire
mitigation and forest health tree thinning on the adjoining green belt to my property.
This agreement will allow crews to access green belts in my absence for stated purposes.

Glacier View Fire Department and its partners in this project will use all due caution and
respect to your property and privacy. Any problems or questions that may arise during
this project can be addressed by contacting Fire Chief Greg Niswender at the station 493-
3353, or at home 482-0217, or by Email at Ladymoon18@aol.com.

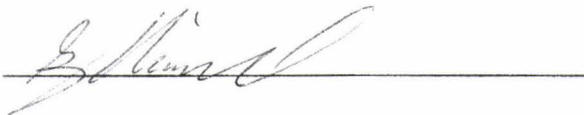
Glacier View Fire and its partners appreciate your cooperation in keeping our community
and forests a safer and healthier place.

Signed:

Landowner



Chief Greg Niswender GVFD.



LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement entered into by and between **Glacier View Fire Protection District/Glacier View Road and Recreation Association** (Licensor) and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the Colorado State Forest Service (hereinafter referred to as "CSFS").

WHEREAS, CSFS has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the CSFS's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to CSFS upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to CSFS, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to CSFS in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property: **Green Belt lands as shown on the attached Glacier View Meadows map.**
2. Effective Dates. This License shall be effective beginning on **June 1, 2004** and shall terminate on **December 31, 2007**. The parties may by mutual agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed.
3. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (*check all that apply*)
 - ☒ to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
 - ☐ to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
 - ☒ to perform the following other activities:
Fuels reduction activities including, but not limited to, tree cutting and removal, thinning, harvesting, and slash treatment (lop & scatter, pile and burn, and chipping).
4. License Fee. Licensee shall pay a fee to Licensor in the amount of **\$0.00** for the entire term of this License. Payment shall be remitted within 30 days after the effective date hereof.

B. Release of Liability. CSFS hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. Additional Terms and Conditions.

1. **Notices.** All notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

CSFS:
Colorado State Forest Service
Office of the Director
Attn: Tom Wardle
203 Forestry Bldg.
5060 Campus Delivery
Fort Collins, CO 80523-5060

LICENSOR:
Glacier View Fire Protection District
Glacier View Road and Recreation Assoc.
1414 Green Mountain Drive
Livermore, CO 80536
(970) 493-3353

With a copy to:

Contracts Manager
309 Administration Bldg.
6001 Campus Delivery
Fort Collins, CO 80523-6001

2. **Non-Assignment.** Except as specifically permitted under section A herein above, CSFS shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.

4. **Non-Assignment.** Licensors shall not assign or sublicense any of its obligations under this License without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensors assignment or sublicense in violation of this section.
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: [Signature]
(Glacier View Fire Protection District)

BRIAN J GORDO - ASST. CHIEF
Print Name & Title

By: [Signature]
(Glacier View Road & Recreation Association)

KENT J. CHRISTEN
Print Name & Title
GENERAL MANAGER

**Board of Governors of the Colorado State
University System, acting by and through
Colorado State University:**

By: [Signature] 6-9-04
Jim Hubbard
Director, Colorado State Forest Service

APPROVED:

By: not required [Signature]
Robert Schur
University Contracts Manager

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By: _____
(Corporate Secretary or Equivalent)

CSFS Fort Collins District Contact:

Dave Farmer
CSFS Fort Collins District
5075 Campus Delivery
3843 W. LaPorte Avenue
Colorado State University
Fort Collins, CO 80523
(970) 491-8445
(970) 491-8645 Fax