



Financial Services  
Purchasing Division  
215 N. Mason St. 2<sup>nd</sup> Floor  
PO Box 580  
Fort Collins, CO 80522  
970.221.6775  
970.221.6707- fax  
fcgov.com/purchasing

January 6, 2012

North Poudre Irrigation Company  
Attn: Gary Simpson  
P.O. Box 100  
3729 Cleveland Avenue  
Wellington, CO 80549

Re: Renewal, Professional Services Agreement

Dear Mr. Simpson:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

- 1) Red Flags. Service Provider must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Service Provider must take appropriate steps to mitigate identity theft if it occurs with one or more of the City's covered accounts.

GS  
Initial

1-31-12  
Date

- 2) Confidentiality

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the "City") pursuant to this Agreement (the "Agreement"), the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Contractor has agreed to perform, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

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The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City's remedies at law for a breach of the Contractor's obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

JED.  
Initial

1-31-12  
Date

The term will be extended for one (1) additional year, March 6, 2012 through March 5, 2013.

If the renewal is acceptable to your firm, please sign this letter in the space provided and return all documents to the City of Fort Collins, Purchasing Division, P. O. Box 580, Fort Collins, CO 80522, within the next fifteen days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Opal F. Dick, CPPO, Senior Buyer at (970) 221-6778 if you have any questions regarding this matter.

Sincerely,

  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Gary E. Simpson pres.  
Signature

1-31-12  
Date

(Please indicate your desire to renew Professional Services Agreement for North Poudre Irrigation Company by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO:ll

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