



# COLORADO WATER CONSERVATION BOARD

## WATER SUPPLY RESERVE ACCOUNT GRANT APPLICATION FORM



A Way Forward:  
The Dolores River Below McPhee Reservoir

Southwest Basin Roundtable

Name of Water Activity/Project

Approving Basin Roundtable

\$25,000

Amount from Statewide Account

Total Amount of Funds Requested

Amount from Basin Account

\$25,000

### Application Content

|  |         |
|--|---------|
| Application Instructions                                 | page 2  |
| Part A – Description of the Applicant                    | page 3  |
| Part B – Description of the Water Activity               | page 6  |
| Part C – Threshold and Evaluation Criteria               | page 8  |
| Part D – Required Supporting Material                    |         |
| Water Rights, Availability, and Sustainability           | page 12 |
| Related Studies  | page 12 |
| Statement of Work, Detailed Budget, and Project Schedule | page 12 |
| Signature Page   | page 17 |

### Attachments

1. Reference Information
2. Insurance Requirements (Projects Over \$25,000)
3. WSRA Standard Contract (Projects Over \$100,000)
4. W-9 Form (Required for All Projects)



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

### **Instructions**

To receive funding from the Water Supply Reserve Account (WSRA), a proposed water activity must be approved by the local Basin Roundtable AND the Colorado Water Conservation Board (CWCB). The process for Basin Roundtable consideration/approval is outlined in Attachment 1.

Once approved by the local Basin Roundtable, the applicant should submit this application, a detailed statement of work, detailed project budget, and project schedule to the CWCB staff by the application deadline.

The application deadlines are:

- Basin Account – 60 calendar days prior to the bi-monthly Board meeting
- Statewide Account – 60 calendar days prior to the September Board meeting

| Board Meeting Dates | Basin Account Deadlines | Statewide Account Deadlines |
|---------------------|-------------------------|-----------------------------|
| July 20-21, 2010    | May 21, 2010            | n/a                         |
| September 21-22     | July 23, 2010           | July 23, 2010               |
| November 16-17      | September 17, 2010      | n/a                         |
| January 2011        | 60 days prior           | n/a                         |
| March 2011          | 60 days prior           | n/a                         |
| May 2011            | 60 days prior           | n/a                         |
| July 2011           | 60 days prior           | n/a                         |
| September 2011      | 60 days prior           | 60 days prior               |

When completing this application, the applicant should refer to the WSRA Criteria and Guidelines available at: <http://cwcb.state.co.us/IWMD>.

The application, statement of work, budget, and schedule must be submitted in electronic format (Microsoft Word or text-enabled PDF are preferred) and can be emailed or mailed on a disk to:

Mr. Todd Doherty  
Colorado Water Conservation Board  
Water Supply Planning Section  
WSRA Application  
1580 Logan Street, Suite 200  
Denver, CO 80203  
[Todd.Doherty@state.co.us](mailto:Todd.Doherty@state.co.us)

If you have questions or need additional assistance, please contact Todd Doherty of the Water Supply Planning Section at 303-866-3441 x3210 or [todd.doherty@state.co.us](mailto:todd.doherty@state.co.us).



# Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

## Part A. - Description of the Applicant (Project Sponsor or Owner);

|    |                          |   |                |                         |
|----|--------------------------|---|----------------|-------------------------|
| 1. | Applicant Name(s):       | San Juan Citizens Alliance (on behalf of the Lower Dolores Plan Working Group – Legislative Subcommittee) |                |                         |
|    | Mailing address:         | P.O. Box 2461<br>Durango, Colorado 81302  |                |                         |
|    | Taxpayer ID#:            | 84-1447465  | Email address: | meg@sanjuancitizens.org |
|    | Phone Numbers: Business: | 970-259-3583  |                |                         |
|    | Cell:                    | 970-749-7684  |                |                         |
|    | Fax:                     | 970-259-8303  |                |                         |

## 2. Person to contact regarding this application if different from above:

|                |                    |
|----------------|--------------------|
| Name:          | Megan Graham       |
| Position/Title | Executive Director |

## 3. Eligible entities that may apply for grants from the WSRA include the following. What type of entity is the Applicant?

- ☐ Public (Government) – municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are encouraged to work with local entities and the local entity should be the grant recipient. Federal agencies are eligible, but only if they can make a compelling case for why a local partner cannot be the grant recipient.
- ☐ Public (Districts) – special, water and sanitation, conservancy, conservation, irrigation, or water activity enterprises.
- ☐ Private Incorporated – mutual ditch companies, homeowners associations, corporations.
- ☐ Private individuals, partnerships, and sole proprietors are eligible for funding from the Basin Accounts but not for funding from the Statewide Account.
- ☒ Non-governmental organizations – broadly defined as any organization that is not part of the government.



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

#### 4. Provide a brief description of your organization:

The San Juan Citizens Alliance (SJCA) is applying for funds through the SW Basin Roundtable for a project called: ***A Way Forward: The Dolores River Below McPhee Reservoir*** (hereinafter referred to as ***A Way Forward***). The SJCA is a non-profit organization. Started in 1986, SJCA is a grassroots organization dedicated to social, economic and environmental justice. The SJCA organizes San Juan Basin residents to protect our water and air, our public lands, our rural character, and our unique quality of life while embracing the diversity of our region's people, economy and ecology.

The San Juan Citizens Alliance helped to start the Dolores River Dialogue. In 2004, Chuck Wanner, an employee of the SJCA, approached the Dolores Water Conservancy District (DWCD) to inquire about starting a collaborative “dialogue” about the downstream environment below McPhee Dam. From this inquiry the Dolores River Dialogue was organized in 2004 (Web site: <http://ocs.fortlewis.edu/drd/>). The Dolores River Dialogue (DRD) is a coalition of diverse interests, whose purpose is to explore management opportunities, build support for and take action to improve the ecological conditions downstream of McPhee Reservoir while honoring water rights, protecting agricultural and municipal water supplies, and continuing the enjoyment of rafting and fishing.

In December of 2008, the DRD initiated the Lower Dolores Plan Working Group (read about it later on in the application). The Lower Dolores Plan Working Group appointed the Legislative Subcommittee, and the Legislative Subcommittee developed and sponsored this project, ***A Way Forward***, for which funding is requested. The SJCA has been actively engaged in all of the above, was asked to serve as applicant and contracting entity and is pleased to accept this responsibility.

#### 5. If the Contracting Entity is different than the Applicant (Project Sponsor or Owner) please describe the Contracting Entity here.

Not applicable.

#### 6. Successful applicants will have to execute a contract with the CWCB prior to beginning work on the portion of the project funded by the WSRA grant. In order to expedite the contracting process the CWCB has established a standard contract with provisions the applicant must adhere to. A copy of this standard contract is included in Attachment 3. Please review this contract and check the appropriate box.

☐

The Applicant will be able to contract with the CWCB using the Standard Contract

☐

The Applicant has reviewed the standard contract and has some questions/issues/concerns. Please be aware that any deviation from the standard contract could result in a significant delay between grant approval and the funds being available.

Not applicable.



## **Water Supply Reserve Account – Grant Application Form**

Form Revised March 2009 – FINAL

---

- 7. The Tax Payer Bill of Rights (TABOR) may limit the amount of grant money an entity can receive. Please describe any relevant TABOR issues that may affect the applicant.**

TABOR does not apply to the San Juan Citizens Alliance because it is a non-profit.



# Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

## Part B. - Description of the Water Activity

### 1. Name of the Water Activity/Project:

*A Way Forward: The Dolores River Below McPhee Reservoir*

### 2. What is the purpose of this grant application? (Please check all that apply.)

☐

Environmental compliance and feasibility study

☐

Technical Assistance regarding permitting, feasibility studies, and environmental compliance

☒

Studies or analysis of structural, nonstructural, consumptive, nonconsumptive water needs, projects

Study or Analysis of:

☐

Structural project or activity

☒

Nonstructural project or activity

☐

Consumptive project or activity

☒

Nonconsumptive project or activity

☐

Structural and/ or nonstructural water project or activity



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

3. **Please provide an overview/summary of the proposed water activity (no more than one page). Include a description of the overall water activity and specifically what the WSRA funding will be used for.**

**A Way Forward: The Dolores River Below McPhee Reservoir** is an inquiry into the status of Native Fish on the Lower Dolores River combined with a multi-stakeholder consensus-building process that is intended to result in “do-able” alternatives while honoring water rights and Dolores Project allocations. This project brings about a unique “marriage” of linked but often diverse interests. Water managers and users have a high interest in avoiding a listing of Native Fish by the US Fish and Wildlife Service and also, they have an interest in removing the prospect of a federally reserved water right that would result if Congress designated the river as “Wild and Scenic.” A USFWS listing could *involuntarily* divert Dolores Project storage water downstream, and thus would dramatically hurt the economies and agriculture bases in Dolores and Montezuma Counties. Next, many groups and individuals in the conservation and environmental communities are interested in improving the status of the fisheries below McPhee and specifically the Native Fish. The Roundtail Chub -- one of three Native Fish on the Lower Dolores -- was singled out by the Bureau of Land Management (BLM) as an “Outstandingly Remarkable Value (ORV)” and is one reason for Wild and Scenic River (WSR) suitability status on the Lower Dolores River. The Colorado Division of Wildlife (CDOW) is charged with managing the fisheries below the dam including a cold water and warm water fishery. Many believe that the fisheries below the dam are declining. Thus, water managers, conservationists, federal and state agencies, and local governments -- as well as the public at large -- have a **common interest** in resolving management issues about the Native Fish.

This effort is organized by the Lower Dolores Plan Working Group’s – Legislative Subcommittee (hereinafter referred to as “the Subcommittee”). The Lower Dolores Plan Working Group was formed through the Dolores River Dialogue (DRD) in 12/08 and met their charge in finding an alternative to the WSR suitability status on the river. In 3/10, the Working Group reached consensus to pursue federal legislation as that alternative. This legislation, if passed, would establish a National Conservation Area and permanently remove WSR suitability. The Working Group further appointed a ten member Legislative Subcommittee, including two members who are Ex-Officio, to develop the parameters and principles of the legislation. The Subcommittee, after meeting numerous times, agreed to much of the legislation’s content and so did the larger Working Group at its 7/10 meeting. However, several unresolved -- and significant -- issues remain around flows and Native Fish. The Legislative Subcommittee believes that a greater priority needs to be put on the Native Fish but their desire to prioritize the Natives met with opposition from interests uncertain about the impact of changes in management. Past efforts to gain consensus among key stakeholders about the exact status of the Native Fish, as well as options for management, has generally met with a lack of consensus and considerable disagreement. Thus, the Legislative Subcommittee decided that a more flexible, transparent and participatory approach should be taken. Also, **A Way Forward** builds upon recent developments. First, version 1 of a report to the CWCB on “*Baseline Field Investigations, Science-Based Opportunities and Potential Tools for Improvement of the Downstream Environment on the Lower Dolores River*” was published by the DRD in 7/10. This report addressed opportunities for improvement of the status of Native Fish. The CDOW continues work on finalizing a status report on Native Fish in the Lower Dolores, and its release is expected soon.

SW Basin Roundtable funds are requested to provide a portion of the funding needed to: contract with the scientists; coordinate a *Scientific and Water User Oversight Panel* and the Legislative Subcommittee; pay for meeting materials, copies and supplies; facilitation and project coordination; meeting recording; and consultant travel. The ultimate deliverables from this project will be: an objective scientific report, using available sources on what is known about the status of Native Fish below McPhee Dam, opportunities to improve their status, an evaluation of how opportunities for improvement can be undertaken within the available water supply, and institutional requirements for any changes in management needed to pursue do-able opportunities.



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

### Part C. – Threshold and Evaluation Criteria

**1. Describe how the water activity meets these Threshold Criteria. (Detailed in Part 3 of the Water Supply Reserve Account Criteria and Guidelines.)**

**a) The water activity is consistent with Section 37-75-102 Colorado Revised Statutes.<sup>1</sup>**

The goal of this project is to identify “do-able” opportunities for attempting to improve the status of Native Fish. There is *no debate* among the Legislative Subcommittee Members that, as this inquiry moves forward, protecting water rights is paramount along with a goal to find voluntary, collaborative solutions. Within this context the following principals are being used to guide not only in the legislative effort but in shaping any “do-able” alternatives and priorities:

- 1) Valid existing rights and Colorado water law are respected.
- 2) State adjudicated water rights will not be violated.
- 3) Water rights and water rights holders will not be injured.
- 4) Currently decreed water rights will not be prevented from being put to beneficial use now or in the future.
- 5) Nothing in the legislation or in a “do-able” alternative will preclude access to valid existing water diversion, storage and management facilities established under state decrees or pursuant to USBR laws and contracts. McPhee Reservoir will be operated in conformance with Reclamation Law, Dolores Project Contracts, and authorized Project purposes as amended over time.

---

<sup>1</sup> 37-75-102. Water rights - protections. (1) It is the policy of the General Assembly that the current system of allocating water within Colorado shall not be superseded, abrogated, or otherwise impaired by this article. Nothing in this article shall be interpreted to repeal or in any manner amend the existing water rights adjudication system. The General Assembly affirms the state constitution's recognition of water rights as a private usufructuary property right, and this article is not intended to restrict the ability of the holder of a water right to use or to dispose of that water right in any manner permitted under Colorado law. (2) The General Assembly affirms the protections for contractual and property rights recognized by the contract and takings protections under the state constitution and related statutes. This article shall not be implemented in any way that would diminish, impair, or cause injury to any property or contractual right created by intergovernmental agreements, contracts, stipulations among parties to water cases, terms and conditions in water decrees, or any other similar document related to the allocation or use of water. This article shall not be construed to supersede, abrogate, or cause injury to vested water rights or decreed conditional water rights. The General Assembly affirms that this article does not impair, limit, or otherwise affect the rights of persons or entities to enter into agreements, contracts, or memoranda of understanding with other persons or entities relating to the appropriation, movement, or use of water under other provisions of law.



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

- b) **The water activity underwent an evaluation and approval process and was approved by the Basin Roundtable (BRT) and the application includes a description of the results of the BRTs evaluation and approval of the activity. At a minimum, the description must include the level of agreement reached by the roundtable, including any minority opinion(s) if there was not general agreement for the activity. The description must also include reasons why general agreement was not reached (if it was not), including who opposed the activity and why they opposed it. Note- If this information is included in the letter from the roundtable chair simply reference that letter.**

Please see the letter of approval from the Basin Roundtable Chair.

- c) **The water activity meets the provisions of Section 37-75-104(2), Colorado Revised Statutes.<sup>2</sup> The Basin Roundtable Chairs shall include in their approval letters for particular WSRA grant applications a description of how the water activity will assist in meeting the water supply needs identified in the basin roundtable's consumptive and/or non-consumptive needs assessments.**

Please see letter of approval from the Basin Roundtable Chair.

---

<sup>2</sup> 37-75-104 (2)(c). Using data and information from the Statewide Water Supply Initiative and other appropriate sources and in cooperation with the on-going Statewide Water Supply Initiative, develop a basin-wide consumptive and nonconsumptive water supply needs assessment, conduct an analysis of available unappropriated waters within the basin, and propose projects or methods, both structural and nonstructural, for meeting those needs and utilizing those unappropriated waters where appropriate. Basin Roundtables shall actively seek the input and advice of affected local governments, water providers, and other interested stakeholders and persons in establishing its needs assessment, and shall propose projects or methods for meeting those needs. Recommendations from this assessment shall be forwarded to the Interbasin Compact Committee and other basin roundtables for analysis and consideration after the General Assembly has approved the Interbasin Compact Charter.



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

- d) **Matching Requirement:** For requests from the Statewide Fund, the applicants is required to demonstrate a 20 percent (or greater) match of the request from the Statewide Account. Sources of matching funds include but are not limited to Basin Funds, in-kind services, funding from other sources, and/or direct cash match. Past expenditures directly related to the project may be considered as matching funds if the expenditures occurred within 9 months of the date the application was submitted to the CWCB. Please describe the source(s) of matching funds. (NOTE: These matching funds should also be reflected in your Detailed Budget in Part D of this application)

This application does not request Statewide Funds, however, the project will exceed the 20% match. This project total cost is \$80,000 and a 37.5% match is being given. Thus far, \$30,000 has been committed by conservation groups including The Nature Conservancy and the San Juan Citizens Alliance. Requests are pending with: the Dolores Water Conservancy District, Montezuma Valley Irrigation Company, and Montezuma and Dolores Counties totaling \$10,000; and to the Southwestern Water Conservation District for \$15,000 (SWCD will decide upon a funding request at its October 2010 meeting).



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

**2. For Applications that include a request for funds from the Statewide Account, describe how the water activity meets the Evaluation Criteria. (Detailed in Part 3 of the Water Supply Reserve Account Criteria and Guidelines.)**

No funds are requested from the Statewide Account. However, “promoting collaboration and cooperation in meeting water management goals” is so central to the proposed project, that these characteristics are worthy of discussion. The make-up of the Legislative Subcommittee includes:

Cole Crocker-Bedford (private landowner in the Lower Dolores Area)

Amber Kelley (SJCA)

Rick Gersh (Town of Dove Creek and oil/gas/minerals)

Al Heaton (private landowner)

Gerald Koppenhafer (Montezuma County Commissioner)

Peter Mueller (The Nature Conservancy)

Mike Preston (DWCD manager)

Jim Siscoe (MVIC manager)

Jeff Widen (The Wilderness Society)

Ernie Williams (Dolores County Commissioner)

- Steve Beverlin of the Dolores Public Lands Office (USFS/BLM) and John Whitney with Congressman Salazar’s Office serve in an ex-officio capacity.

The Legislative Subcommittee was formed by, and is an extension of the Lower Dolores Plan Working Group which totals 51 people across these interests:

- Boaters (professional and private) including American Whitewater
- Colorado Water Conservation Board; Colorado Division of Natural Resources & Colorado Division of Wildlife
- Conservation Groups: The Nature Conservancy, Dolores River Coalition, San Juan Citizens Alliance, Trout Unlimited & the Wilderness Support Center
- County Commissions (Dolores, Montezuma and San Miguel)
- DRD Science Committee
- Federal elected officials (local staff)
- Land: Land owners, private property rights, and conservation groups
- Town of Dove Creek and City of Cortez
- Water: Bureau of Reclamation, Dolores Water Conservancy District, Montezuma Valley Irrigation Company, the Ute Mountain Ute Tribe, and private water rights holders
- Other: canoe club, private anglers, motorized use, archeology, grazing, and oil and gas
- Dolores Public Lands Office (USFS/BLM) (ex officio)

The project is important for the Lower Dolores River basin because WSR suitability status has been a reality in the Lower Dolores basin since the 1970s. The legislation identified as the WSR alternative is a well-crafted compromise among many diverse people and groups. However, to make this alternative work, the water section of the legislation needs to be completed and the project, **A Way Forward**, is the means for finding a collaborative solution to fishery and flow language in the legislation, and moving forward with opportunities to improve the status of Native Fish while the legislative process is unfolding. It is important to note that the National Conservation Area (NCA) is seen by the Lower Dolores Plan Working Group as being more flexible because it includes a local Advisory Council and a chance for ongoing public input related to management of the areas. It is intended that the work done to define and implement opportunities to improve the status of the Native Fish will provide a valuable foundation for integrating flow and fishery management into the other management issues that will be addressed by the Advisory Council, once appointed. The progress in addressing the needs of Native Fish that will result from the proposed project has intrinsic, long-term value, with or without the passage of NCA Legislation.



## **Suggested Format for Scope of Work**

### **1. Water Rights, Availability, and Sustainability**

**This information is needed to assess the viability of the water project or activity. Please provide a description of the water supply source to be utilized, or the water body to be affected by, the water activity. This should include a description of applicable water rights and the name/location of water bodies affected by the water activity.**

The work plan is intended to identify opportunities to improve the status of Native Fish below McPhee Reservoir and try and match needs of the fish with available or potentially available water supplies. A number of water rights and Dolores Project allocations will be considered. These include McPhee Reservoir Storage Rights, the 78cfs instream flow right, MVIC Direct Flow Rights, Dolores Project fish pool allocations and the timing and management of spills out of McPhee Reservoir. Hence, a major outcome of the project will be a determination of water rights and water availability and sustainability for the non-consumptive needs of the fish within available supplies. The above question can only be answered as a result of and not in advance of the proposed project.

### **2. Please provide a brief narrative of any related or relevant previous studies.**

The intent of this project is not to conduct field investigations or to carry out a primary scientific effort or data gathering. Rather, the Science Contractors will synthesize existing reports, data and work, both published and unpublished, to make recommendations. The initial list of information they will review includes (note: this list will be expanded upon): **A)** All relevant reports published by the Dolores River Dialogue (find at: <http://ocs.fortlewis.edu/drd/resources.asp>) such as: *Core Science Report* (Siscoe 2005); *Hydrology Report* (Porter and Graf 2005); *Correlation Report* – (DRD 2006); *Baseline Field Investigations, Science-Based Opportunities and Potential Tools for Improvement of the Downstream Environment on the Lower Dolores River - Version 1* (Oliver, Anderson and Anderson 2010); *Technical Memo Factors affecting populations of flannelmouth suckers on the Dolores River between McPhee Dam and the San Miguel River* (Anderson 2010) and *Modeling the Relationship Between McPhee Dam Selective Level Outlet Operations, Downstream Algal Biomass, Dissolved Oxygen and Temperature: Phase 1, Background Data and Model Development* (Anderson 2010) and **B)** All available data and reports published and made available by the Colorado Division of Wildlife and any other interested stakeholders.

This information provides an important foundation. What is different about **A Way Forward** are the methods by which scientific data and information will be synthesized so as to be transparent and understood, and hopefully agreed to among all involved parties. Process steps will be designed that aim to build trust between key stakeholders. And, steps will be designed to discuss and resolve differences of opinion related to interpretation of scientific information as well as preferred Native Fish management alternatives and actions. The goal is to craft concrete actions that are “do-able” ~ not to generate more questions and science studies. This is the piece that has been missing in previous efforts to arrive at action steps for improving the downstream condition of the Lower Dolores.

### **3. Statement of Work, Detailed Budget, and Project Schedule**



## **Water Supply Reserve Account – Grant Application Form**

Form Revised March 2009 – FINAL

---

**The statement of work will form the basis for the contract between the Applicant and the State of Colorado. In short, the Applicant is agreeing to undertake the work for the compensation outlined in the statement of work and budget, and in return, the State of Colorado is receiving the deliverables/products specified. Please note that costs incurred prior to execution of a contract or purchase order are not subject to reimbursement.**

**Please provide a detailed statement of work using the following template. Additional sections or modifications may be included as necessary. Please define all acronyms. If a grant is awarded an independent statement of work document will be required with correct page numbers.**



## **Statement of Work**

**WATER ACTIVITY NAME:** *A Way Forward: The Dolores River Below McPhee Reservoir*

**GRANT RECIPIENT -** San Juan Citizens Alliance

**FUNDING SOURCE -** Southwest Basins Roundtable Account

### **INTRODUCTION AND BACKGROUND**

**Provide a brief description of the project. (Please limit to no more than 200 words; this will be used to inform reviewers and the public about your proposal)**

*A Way Forward: The Dolores River Below McPhee Reservoir* is an inquiry into the status of Native Fish on the Lower Dolores River combined with a multi-stakeholder consensus-building process that is intended to result in “do-able” alternatives while honoring water rights and Dolores Project allocations. The project is spearheaded by the Lower Dolores Plan Working Group’s Legislative Subcommittee in order to determine what actions related to Native Fish, if any, will go in federal legislation to establish a National Conservation Area and permanently remove the Wild and Scenic River “suitable” status that has been on the river since the 1970s. The do-able alternatives resulting from this project will be pursued on a stand-alone basis, and in conjunction with the legislative process. The project includes establishing and gaining agreement among key entities on the status of the Natives and their populations and detailing their needs; and recommending best management options available that are “do-able” within the river’s hydrology and Dolores Project constraints. The areas that will be discussed include but are not limited to: a) spill management b) fish pool management at different levels: shared shortage, 31,798AF (current), with up to 6,000AF additional within available hydrology; c) reduced predation and or competition from non-Native fish; d) water quality; e) riparian ecology; and f) understanding where actions could have the most value in which reaches of the river.

### **OBJECTIVES**

**List the objectives of the project.**

- 1) Produce a trusted report that details relevant scientific literature and available data about Native Fish and their needs and status. The report will be completed by Science Contractors who will be selected using careful protocols.
- 2) Produce another report that frames and describes opportunities for improvement of the Native Fish taking into account hydrology of the river and Dolores Project constraints.
- 3) Plan and carry out a consensus-building process(es), to arrive at viable and do-able alternatives in the form of prioritized recommendations. These recommendations will either be included in the legislative outline (which will be used to write the federal legislation) or will be considered independently for implementation by the DRD, the Bureau of Reclamation, CDOW and/or other entities.
- 4) Include process steps to involve the Dolores River Dialogue and the Lower Dolores Plan Working Group as well as key stakeholders from: CDOW, USFWS, CDWR, USBOR, the DRD Hydrology Committee, and the DWCD and MVIC.



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

### TASKS

Provide a detailed description of each task using the following format

#### **TASK 1 – Provide Project Oversight and Guidance (Legislative Subcommittee)**

Description of Task: The Legislative Subcommittee of the Lower Dolores Plan Working Group is responsible for guiding this project and ensuring its completion with deliverables.

##### Method/Procedure

Through meetings the following methods and procedures will be used:

- Organize facilitated monthly meetings of the Legislative Subcommittee
- Produce meeting summaries
- Appoint project co-managers who will carry out detail work
- Establish and secure Science Contractors; secure signed scopes of work; and monitor progress
- Create and supervise a scientific process that is trusted by the diverse constituents and interests involved; and establish scientific objectives, inquiry questions, and benchmarks
- Select the *Scientific and Water User Oversight Panel* (more detail in Task 3)
- Interface with the DRD and its committees, and the DRD's "Framework Proposal Project" (meant to assess and potentially act upon do-able alternatives)
- Evaluate the recommendations from the Science Contractors to affirm or question their findings
- Build consensus for final recommendations and proposed actions
- Determine which proposed actions are included in the alternative to WSR legislation and which ones can be done outside of the legislative process (see more in Task 4)

##### Deliverable

- Final report: ***A Way Forward: The Dolores River Below McPhee Reservoir*** (see other tasks as well)
- Meeting summaries and work products from a range of 8 to 12 meetings

#### **TASK 2 – Convene and Engage a Scientific and Water User Oversight Panel**

Description of Task: The diversity of interests represented on the Legislative Subcommittee will be supplemented by institutions that are essential to ***A Way Forward***, and scientific and hydrologic expertise useful in guiding the work of the Science Contractors. Task 2 is to ensure that informed, engaged and key water, conservation and government stakeholders are involved through a *Scientific and Water User Oversight Panel* that will:

##### Method/Procedure

- Agree upon and carry out methods and protocols for hiring the Science Contractors.
- Produce a detailed schedule of work and process steps for the Science Contractors to use.
- Identify and agree on the list of scientific data and studies the Science Contractors will use and develop the questions the scientists will examine. This information will help initiate scientific products and recommendations that are accepted and trusted by the diversity of interests involved.  
Note: Information used will include both published and unpublished reports, as well as human resources in and outside of the Dolores Basin.
- Identify indicators and methods for evaluating ideas and "do-able" alternatives.



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

- Include key state and federal agencies, water managers and other key stakeholders.
- Provide Dolores River hydrology and Dolores Project information, “side boards” and constraints.
- Design collaborative processes, with the Legislative Subcommittee, to arrive at prioritized recommendations and “do-able” alternatives.

### Deliverables

- *Scientific and Water User Oversight Panel* is in place
- Science Contractors are hired with scopes of work in place
- Meeting summaries and work products from a range of 8 to 12 meetings of the *Scientific and Water User Oversight Panel* to document their proceedings and recommendations

### **TASK 3 – Establish the status of Native Fish, detail their needs, and recommend best management options available to support them: Scientific Contractors’ Work**

Description of Task: Three scientists will be hired and complete three phases of work.

### Method/Procedure

- The *Scientific and Water User Oversight Panel* will develop criteria and protocols for hiring the Science Contractors.  
Note: The initial list of desired scientific skills and areas of expertise include: aquatic biology for native and warm water fish; native fish recovery; Dolores River ecology; Project history and constraints; and knowledge of past efforts.
- Phase I: Once hired, the Science Contractors will review the list of scientific data, studies, etc. established by *Scientific and Dolores Project Oversight Panel* and will individually respond to key questions posed by the panel about the native fish.
- Phase II: Working with the *Scientific and Water User Oversight Panel* as well as the Legislative Subcommittee, the Science Contractors will then suggest “do-able” alternatives based on available hydrologic information and any sideboard or constraints.
- Phase III: Produce a report including recommendations, after consultation with the Legislative Subcommittee and the *Scientific and Water User Oversight Panel* that synthesizes best management opportunities for improving the status of the Native Fish including consideration of “side boards” and constraints. (See Task 4)
- Note: Two meetings with the Science Contractors are planned.
- A plan will be put in place to ensure communication and input from the Lower Dolores Plan Working Group, Dolores River Dialogue Steering Committee, the *Scientific and Water User Oversight Panel* and the Science Contractors.

### Deliverables

- A list of protocols for hiring the Science Contractors
- A list of questions the scientists will be asked to explore
- Scopes of work in place
- Key milestones: a) A report on status and needs of the Native Fish including presentations; and b) A report from the Science Contractors that lists do-able alternatives and management opportunities for improving the status of the Native Fish in relation to constraints and “side boards”, including a list of prioritized management opportunities that are viable/do-able. Some examples of areas the report may cover are:



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

---

- Immediate management changes in near term (0-6 months), within a year, or multiple year objectives
- Options with low, moderate or expensive costs/implications
- Accessible (easier) to more challenging options
- Delineate which opportunities can/will be included in legislation or what other method should be considered to implement other opportunities (such as through the Dolores River Dialogue, independently or otherwise)

### **TASK 4 – Build Consensus for “Do-Able” Alternatives for Addressing Native Fish on the Lower Dolores**

Description of Task: The final recommendations are made.

#### Method/Procedure

- Through facilitated discussions among the *Scientific and Water User Oversight Panel* and the Legislative Subcommittee, the groups will work to build agreement and prioritize a list of actions that could possibly go into the legislation and a list of recommendations that could be acted upon outside of the legislation. Work products created in previous tasks will be used.
- This phase is the final milestone.
- The DRD “Framework Proposal” process will be utilized.

#### Deliverable

- A final report that lists and details the final recommended and prioritized list of do-able alternatives and how they would be achieved

The above tasks will be carried out by science contractors’ that are yet-to-be hired. The facilitation and coordination will be carried by Marsha Porter-Norton. Marsha is the current facilitator for the Dolores River Dialogue and has been doing facilitation in Southwest Colorado for 16 years for a variety of government and non- profit entities including the River Protection Workgroup. Gail Binkly provides meeting recording. She is a professional journalist and has done meeting recording for the Dolores River Dialogue as well as a number of other stakeholder groups around the region. Gail writes for a number of publications in the West.

### **REPORTING AND FINAL DELIVERABLE**

**Reporting:** The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or partial completion 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 Deliverable:** At completion of the project, the applicant shall provide the CWCB a final report that summarizes the project and documents how the project was completed. This report may contain photographs, summaries of meetings and engineering reports/designs.



# Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

## BUDGET

Provide a detailed budget by task including number of hours and rates for labor and unit costs for other direct costs (i.e. mileage, \$/unit of material for construction, etc.). A detailed and perfectly balanced budget that shows all costs is required for the State's contracting and purchase order processes. Sample budget tables are provided below. Please note that these budget tables are examples and will need to be adapted to fit each individual application. Tasks should correspond to the tasks described above.

| SW Roundtable Grant Budget   |           | Total Project      | Amt. Requested to | Total Project | Amt. Requested to  |                 |                     |
|--|-----------|--------------------|-------------------|---------------|--------------------|-----------------|---------------------|
| San Juan Citizens Alliance Application 8/10  |           | Costs for          | SW Basin          | Costs for     | SW Basin           | Matching Funds  |                     |
|  |           | Labor              | Roundtable        | Other Direct  | for                | (If Applicable) | Total Project Costs |
| (Basin Roundtable Requests in BLUE column)   |           |                    | for Labor         | Costs         | Other Direct Costs |                 |                     |
|  |           |                    | (31% of total)    |               | (31% of total)     |                 |                     |
| <b>Task 1 - Legislative Committee</b>  |           |                    |                   | \$ 609        | \$ 189             |                 | \$ 609              |
| Facilitator/Coordinator (12 meetings X 8 hours per meeting x \$55/hour)                            | \$ 5,280  | \$ 1,650           |                   |               |                    | \$ 3,630        | \$ 5,280            |
| Meeting Recorder (12 meetings x 8 hours per meeting x \$35/hour)                                   | \$ 3,360  | \$ 1,050           |                   |               |                    | \$ 2,310        | \$ 3,360            |
| Clerical/Coordination (12 meetings x 2 hours per/meeting x \$25/hour)                              | \$ 600    | \$ 188             |                   |               |                    | \$ 413          | \$ 600              |
| <b>Task 2 - Scientific and Water Panel</b>   |           |                    |                   | \$ 329        | \$ 102             |                 | \$ 329              |
| Facilitator/Coordinator (6 meetings X 8 hours per meeting x \$55/hour)                             | \$ 2,640  | \$ 825             |                   |               |                    | \$ 1,815        | \$ 2,640            |
| Meeting Recorder (6 meetings x 8 hours per meeting x \$35/hour)                                    | \$ 1,680  | \$ 525             |                   |               |                    | \$ 1,155        | \$ 1,680            |
| Clerical/Coordination (6 meetings x 2 hours per/meeting x \$25/hour)                               | \$ 300    | \$ 95              |                   |               |                    | \$ 205          | \$ 300              |
| <b>Task 3 - Science Contractors</b>  |           |                    |                   | \$ 2,643      | \$ 819             |                 | \$ 2,643            |
| 1 scientist at \$22,500 (Team Lead)  | \$ 22,500 | \$ 7,031           |                   |               |                    | \$ 15,469       | \$ 22,500           |
| 2 scientists at \$17,500/each  | \$ 35,000 | \$ 10,938          |                   |               |                    | \$ 24,063       | \$ 35,000           |
| Meetings with leg Sub, Science Contractors and Panel:  |           |                    |                   |               |                    |                 |                     |
| Facilitator/Coordinator (2 meetings X 8 hours per meeting x \$55/hour)                             | \$ 880    | \$ 275             |                   |               |                    | \$ 605          | \$ 880              |
| Meeting Recorder (2 meetings x 8 hours per meeting x \$35/hour)                                    | \$ 560    | \$ 175             |                   |               |                    | \$ 385          | \$ 560              |
| Clerical/Coordination (2 meetings x 2 hours per/meeting x \$25/hour)                               | \$ 100    | \$ 40              |                   |               |                    | \$ 60           | \$ 100              |
| <b>Task 4 - Final Report</b>   |           |                    |                   | \$ 100        | \$ 31              |                 | \$ 100              |
| Facilitator/Coordinator (meetings with Panel, DRD and Leg Sub Committee (not to exceed 4 meetings) | \$ 2,319  | \$ 725             |                   |               |                    | \$ 1,594        | \$ 2,319            |
| Report Writing (20 hours x \$55.00/hour)   | \$ 1,100  | \$ 344             |                   |               |                    | \$ 756          | \$ 1,100            |
| <b>Total Costs:</b>  | \$ 76,319 | \$ 23,859          | \$ 3,681          | \$ 1,141      | \$ 52,459          | \$ 80,000       |                     |
|  |           | (see detail below) |                   |               |                    |                 |                     |
| <b>Other Direct Costs</b>  |           |                    |                   |               |                    |                 |                     |
| Item:  | Copies    | Science            | Mileage           |               |                    |                 | Total               |
|  |           | Contractors'       |                   |               |                    |                 |                     |
|  |           | Travel             |                   |               |                    |                 |                     |
|  | No.       |                    | Miles             |               |                    |                 |                     |
| Task 1 - (Facilitator mileage, copies)   | \$ 50     |                    | \$ 559            |               |                    |                 | \$ 609              |
| Task 2 - (Facilitator mileage, copies)   | \$ 50     |                    | \$ 279            |               |                    |                 | \$ 329              |
| Task 3 - (Facilitator mileage, copies, visits by scientists)                                       | \$ 50     | \$ 2,500           | \$ 93             |               |                    |                 | \$ 2,643            |
| Task 4 - (Copies)  | \$ 100    |                    |                   |               |                    |                 | \$ 100              |
| Total Units:   |           |                    |                   |               |                    |                 |                     |
| Total Cost:  | \$ 250    | \$ 2,500           | \$ 931            |               |                    |                 | \$ 3,681            |

Budget continued...



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

| Science Contractors' Travel Expenses - Detailed |  |  |
|---|--|--|
| Mileage   | 2 scientists from as far as 400 miles away   |  |
|   | Two trip mileage   | 800 miles(RT) x 2 scientists X 2 trips x .48 cents mile (State rate for 4WD vehicle) |
|   | \$   | 1,536.00   |
| Mileage   | 1 scientist from up to 75 miles  | 150 miles (RT) x 1 scientist x 2 trips x .48 cents mile                              |
|   | \$   | 144.00   |
| Lodging   |  |  |
|   | Lodging  |  |
|   | \$65.00/night x 2 nights x 2 scientists (2 trips - 1 night each trip)                |  |
|   | \$   | 260.00   |
| Other   | Per Diem   |  |
|   | \$50/day x 4 days of travel x 2 scientists (2 days of per diem per trip and 2 trips) |  |
|   | \$   | 400.00   |
| Misc  | Misc Travel Costs  |  |
|   | \$   | 160.00   |
| <b>Total Travel:</b>                            |  | \$ 2,500.00  |

### SCHEDULE

Provide a project schedule including key milestones for each task and the completion dates or time period from the Notice to Proceed (NTP). This dating method allows flexibility in the event of potential delays from the procurement process. Sample schedules are provided below. Please note that these schedules are examples and will need to be adapted to fit each individual application.

| Task   | Months (1 to 6): Schedule depending on funding commitments |   |   |   |   |   |
|--|--|---|---|---|---|---|
| A – Project Oversight by the Legislative Committee   | X  | X | X | X | X | X |
| B – <i>Scientific and Water User Oversight Panel</i> |  | X | X | X | X | X |
| C – Scientific Contractors Work                      | X  | X | X |   |   |   |
| D – Final Recommendations & Report                   |  |   |   |   | X | X |
|  |  |   |   |   |   |   |

### PAYMENT

Payment will be made based on actual expenditures and invoicing by the applicant. Invoices from any other entity (i.e. subcontractors) cannot be processed by the State. The request for payment must include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. The last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant must be provided to



## Water Supply Reserve Account – Grant Application Form

Form Revised March 2009 – FINAL

the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

The above statements are true to the best of my knowledge:

Signature of Applicant:



Print Applicant's Name: Megan Graham

Project Title: *A Way Forward: The Dolores River Below McPhee Reservoir*

### Return this application to:

Mr. Todd Doherty  
Intrastate Water Management and Development Section  
COLORADO WATER CONSERVATION BOARD  
1580 Logan Street, Suite 200  
Denver, CO 80203

To submit applications by Email, send to: [todd.doherty@state.co.us](mailto:todd.doherty@state.co.us)

To submit applications by Fax, send to: (303) 894-2578

For questions, call Telephone No.: (303) 866-3426



**Southwest Basin Roundtable Grant  
From the  
San Juan Citizens Alliance**

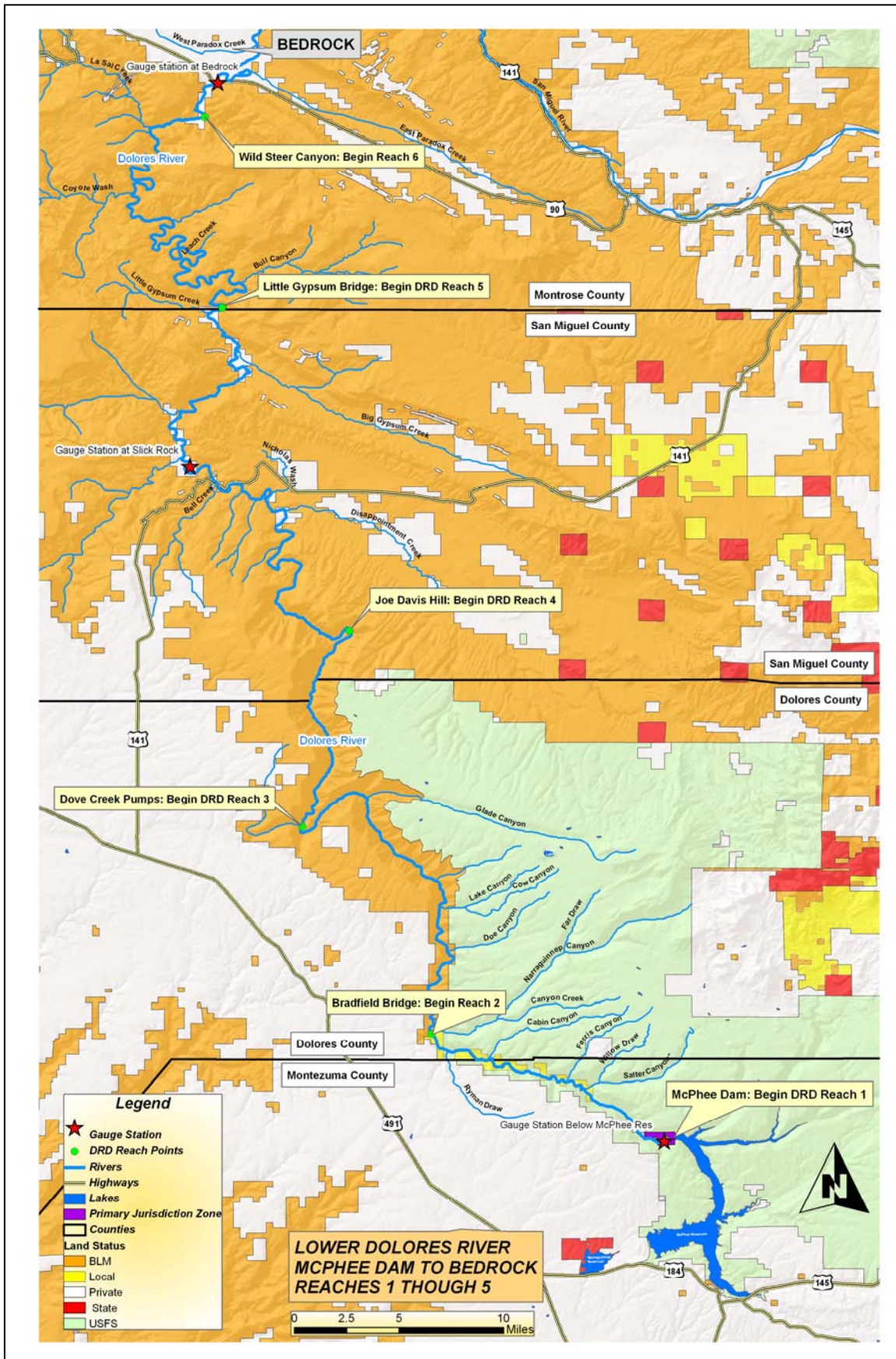
---

Guide to Attachments

|              |  |
|--------------|--|
| Attachment 1 | Map of Areas of Focus                                      |
| Attachment 2 | San Juan Citizens Alliance By Laws                         |
| Attachment 3 | San Juan Citizens Alliance Liability Insurance Certificate |
| Attachment 4 | San Juan Citizens Alliance Articles of Incorporation       |
| Attachment 5 | San Juan Citizens Alliance W-9                             |



# Attachment 1 – Map





Attachment 2

San Juan Citizens Alliance By Laws



**BY-LAWS  
OF THE  
SAN JUAN CITIZENS ALLIANCE  
a Colorado Non-Profit Corporation**

**ARTICLE I**

**MISSION AND PURPOSE**

**Section 1: MISSION**

The San Juan Citizens Alliance shall have as its mission:

*To promote stable communities that actively recognize and respect social and ecological diversity, increase genuine democracy, and foster social, economic and environmental justice in the San Juan Basin.*

**Section 2: PURPOSE**

The San Juan Citizens Alliance shall have as its purpose:

- to carry out educational and scientific programs concerning social, environmental and economic justice issues in the San Juan Basin;
- to actively maintain and improve the quality of life in the San Juan Basin;
- to define and shape decisions on a wide variety of issues;
- to promote participatory democracy in the San Juan Basin;
- to maintain and promote a renewable and diverse economy and ecology.

**ARTICLE II**

**MEMBERSHIP, DUES AND VOTING**

**Section I: MEMBERSHIP**

The qualification for membership shall be that the person or organization consents to membership in the San Juan Citizens Alliance. All persons and organizations who subscribe to and support the purposes of the organization are eligible for membership. As stated in the Articles of Incorporation, members shall not, as such, be liable for any debt, obligation or



liability of the nonprofit corporation.

A list of members shall be kept at the registered office and shall constitute the official list of eligible voters. This list may be protected from disclosure to the fullest extent allowed by law and shall not be distributed, except for legitimate purposes of the non-profit corporation.

Every effort will be made to recruit membership from a broad base of constituencies: (for example) all races, ethnic groups, socioeconomic levels, rural, urban etc.

## **Section 2: DUES**

A voluntary membership dues schedule shall be determined by the membership of SJCA. In setting dues amounts, consideration will be given to the needs of low-income individuals and families.

## **Section 3: TASKFORCE**

Taskforces may be created by the general membership or the Steering Committee to address specific issues and areas of interests and may take actions that are consistent with the purposes of the non-profit corporation. The democratic principles of the San Juan Citizens Alliance require that the Taskforces, like the Steering Committee, are ultimately accountable to the general membership.

# **ARTICLE III**

## **MEETINGS**

### **Section 1: PLACE OF MEETINGS**

Meetings of members shall be at such place as may be stated in the notice of meetings.

### **Section 2: ANNUAL MEETINGS**

An annual meeting of the members shall be held at a place designated by the Chairperson on or before July 1st, or as soon thereafter as possible, of each year for the purpose of electing officers and directors and for the transaction of such other business as may come before the meeting. If the election of officers is not held on the date designated herein for an annual meeting, the election shall be held at a special meeting of the members as soon thereafter as is convenient.

### **Section 3: GENERAL MEMBERSHIP MEETINGS**

General membership meetings will be held as needed. Membership meetings will be called by the Steering Committee and the membership notified.



#### **Section 4: SPECIAL MEETINGS**

Special meetings of the members may be called by the officers or not less than 10% of the members having voting rights at a place and time designated by the person or persons calling the meeting.

#### **Section 5: NOTICE OF GENERAL MEMBERSHIP AND SPECIAL MEETINGS**

Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than 5 days before the date of the meeting, either personally or by mail, by or at the direction of the officers, or persons calling the meeting to each member entitled to vote at the meeting. If mailed, such notice shall be deemed delivered when deposited in the United States Mail, return addressed to the non-profit corporation, with postage thereon prepaid.

#### **Section 6: ACTION BY MEMBERS**

Any action that may be taken at a meeting of members, may be taken without a meeting if there is consent in writing or by phone conversation approval of a majority of the members who normally meet concerning such an action.

#### **Section 7: QUORUM**

The members present at a meeting constitute a quorum. A majority of the number present rules.

#### **Section 8: LITIGATION**

The affirmative vote of all Directors is required before the San Juan Citizens Alliance may voluntarily become a party to litigation.

### **ARTICLE IV**

#### **OFFICERS & DIRECTORS**

##### **Section 1: OFFICERS/STEERING COMMITTEE**

The three directors shall constitute the board of directors (also referred to as the Steering Committee) of the San Juan Citizens Alliance and shall consist of the following positions: 1) Chairperson/President (Officer), 2) Vice President/Secretary (Officer), and 3) Treasurer/Development Taskforce Representative (Officer). Additional other directors may be added in accordance with the provisions of this article. The democratic principles of the San Juan Citizens Alliance require that the Steering Committee is ultimately accountable to the general membership.



## **Section 2: ELECTION AND TERM OF OFFICE**

The officers and directors of SJCA shall be elected annually by the members at the annual meeting of the membership. If the election is not held at such a meeting, such election shall be held as soon thereafter as is convenient. New director positions and offices may be added and filled at the regularly scheduled annual meeting or at a special meeting of the members where such action has been properly noticed. Each officer shall hold office until his/her successor has been duly elected and qualifies.

## **Section 3: VACANCY**

A vacancy in the board may be created by removal by the affirmative vote of sixty-seven (67) percent of the membership attending a meeting properly noticed and called for the purpose of removing a board member. Such vacancy shall be filled by a majority vote of the members at a meeting properly noticed and called for such purpose. A vacancy in the board because of death, resignation, or otherwise than removal may be filled by the Chairperson for the unexpired portion of the term. Any Officer may resign upon written notice to the Board.

The Board may remove any Director or Officer either with or without cause. His or her successor is elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose. A Director removed by the Board may appeal that decision to the general membership which may override the Board's decision by a vote of sixty-seven (67) percent of the Members attending a meeting properly noticed and called for such purpose.

## **Section 4: CHAIRPERSON/PRESIDENT**

The Chairperson/President shall serve as a Director and as the principal executive officer (President) of the organization and shall in general supervise and control all of the business and affairs of San Juan Citizens Alliance. The Chairperson/President shall preside at all general membership and annual meetings; and in general, the Chairperson shall perform all duties incident to the office of Chairperson/President and such other duties as may be prescribed by the members from time to time.

## **Section 5: VICE PRESIDENT/SECRETARY**

The Vice President/Secretary shall serve as a Director and an Officer (Vice President and Secretary); shall be responsible for recording and keeping minutes of the meetings of the Board; shall perform the duties of Chairperson/President when the Chairperson/President is unavailable; and in general, perform all the duties as from time to time may be assigned by the Board or by the members.

## **Section 6: TREASURER/DEVELOPMENT TASKFORCE REPRESENTATIVE**

The Treasurer/Development Taskforce Representative shall serve as a Director and an Officer (Treasurer) and work with the general members and officers of SJCA to coordinate all fundraising events and membership drives as assigned by the Chairperson or by the members.



The Treasurer/Development Taskforce Representative shall serve as a Director and an Officer; have charge and custody of and be responsible for all funds and securities of the organization; receive and give receipts for monies due and payable to SJCA from any source whatsoever, and deposit all such monies in the name of SJCA in such banks, trust companies or other depositories as shall be selected; and in general, perform all the duties as from time to time may be assigned by the Board or by the members.

## **Section 7: POWERS AND DUTIES**

The Board has all the powers and duties necessary for the administration of the affairs of the non-profit corporations and may do all the acts and things which the law or these By-laws do not specifically direct the members to do and are consistent with Colorado non-profit law.

## **Section 8: COMPENSATION**

No compensation may be paid to Directors for their services as Directors. No compensation may be paid to a Director, to any relative of a Director for services performed by any of those individuals for the Corporation in any other capacity, unless all of the Directors approve before the services are undertaken.

## **Section 9: SPECIAL MEETINGS**

Special meetings of the Board may be called by the Chairperson/President. Notice may be given by the Vice President/Secretary by telephone at least one day in advance.

## **Section 10: QUORUM**

The presence of at least a majority of the Directors is required for a quorum for the transaction of business at all meetings of the Board.

## **Section 11: VOTING**

At every meeting of the Board, each Director present has the right to cast one vote on each question and never more than one vote. The vote of the majority of those Directors who are present in a manner where all persons attending the meeting can communicate decides any question brought before the meeting, except as may otherwise be required by the Bylaws or by applicable law. Any action by the Board may be taken without a meeting if all of the Directors consent in writing to such action. SJCA is committed to reaching consensus decisions whenever possible. Where consensus is not possible, a majority vote of the directors and members present rules.

## **Section 12: DELEGATION OF DUTIES**

In case of the absence of any Officer, the Board may delegate, as necessary and proper, the duties of such office to any other Officer or to any Director.



### **Section 13: INSURANCE**

The San Juan Citizens Alliance shall provide necessary and proper insurance for all Directors, Officers and employees handling or responsible for corporate or trust funds. The premiums on such insurance are paid by the non-profit corporation.

### **Section 14: DELEGATION OF POWERS TO STAFF**

The Board may select a staff person and may delegate to that person the powers normally associated with the day-to-day operation of a non-profit corporation.

## **ARTICLE V**

### **CHECKS/BUDGET, DEPOSITS, GIFTS, BOOKS, RECORDS, AND CONTRACTS**

#### **Section 1: CHECKS/BUDGET**

The Treasurer is authorized to disperse funds and sign checks. Other individuals may disperse funds and sign checks, as approved by the Steering Committee. Expenditures are approved by a vote of the majority of directors. The overall budget of SJCA is approved by the Steering Committee.

#### **Section 2: DEPOSITS**

All funds of the non-profit corporation shall be deposited from time to time to the credit of the non-profit corporation in such banks, trust companies or other depositories as the directors may select.

#### **Section 3: GIFTS**

The Steering Committee may accept on behalf of the non-profit corporation any contribution, gift, bequest or device for the general purposes or for any special purpose of the non-profit corporation.

#### **Section 4: BOOKS AND RECORDS**

The non-profit corporation shall keep correct and complete books and records on account and shall also keep minutes of the proceedings of its Steering Committee, and shall keep at its registered or principle office a record giving the names and addresses of the Steering Committee members entitled to vote. The non-profit corporation shall keep such records as necessary to comply with Sections 501 (c) (3) and other applicable sections of the Internal Revenue Code of 1954, as amended, and regulations promulgated thereunder, as both now exist or may hereafter be amended. All books and records of the corporation may be inspected by any member, or



his/her agent or attorney, for any proper purpose at any reasonable time.

## **Section 5: CONTRACTS**

The Steering Committee may authorize by a majority vote, any director or directors, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Except, any contracts causing the non-profit corporation to incur debt or dispose of significant assets of the corporation shall be reviewed by the full board with specific authority and limitations given to the person, if so authorized.

## **Section 6. PUBLIC INSPECTION RIGHTS**

The non-profit corporation shall provide public access to its records to the extent required by the Colorado Nonprofit Corporation Act and Internal Revenue Code, as applicable. For inspections made pursuant to the Internal Revenue Code, the corporation may require a reasonable charge for reproduction of \$0.75 per page and the expense of mailing, when copying is required as part of an inspection request. Requests for documents made in person shall be accommodated immediately, and those requests made in writing shall be mailed within 30 days of the request.

## **Section 7. DIRECTOR'S INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

## **ARTICLE VI**

### **FISCAL YEAR**

The fiscal year of the corporation shall be the calendar year.

## **ARTICLE VII**

### **AMENDMENTS TO BY-LAWS**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a vote of a majority of members present at any special meeting where, if at least 10 days written notice is given to the membership of intention to alter, amend or repeal or to adopt new By-Laws.



[Attachment 3](#)

San Juan Citizens Alliance Liability Insurance Certificate



**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
7/13/2010PRODUCER (303)894-0298 FAX: (303)894-0161  
Nonprofit Resources, Inc.  
455 Sherman Street  
Suite 207  
Denver CO 80203

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.

INSURED  
San Juan Citizens Alliance  
PO Box 2461

Durango CO 81302

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Alliance of Nonprofits

INSURER B: North American Elite

INSURER C:

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<br>LTR | ADD'L<br>INSRD | TYPE OF INSURANCE   | POLICY NUMBER           | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS   |
|-------------|----------------|---|-------------------------|-------------------------------------|--------------------------------------|--|
| A           | X              | <b>GENERAL LIABILITY</b>  | 14094                   | 9/1/2010                            | 9/1/2011                             | EACH OCCURRENCE \$ 1,000,000                         |
|             |                | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                         |                                     |                                      | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
|             |                | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |                         |                                     |                                      | MED EXP (Any one person) \$ 20,000                   |
|             |                | <input checked="" type="checkbox"/> Commercial Liquor Liability   |                         |                                     |                                      | PERSONAL & ADV INJURY \$ N/A                         |
|             |                | GEN'L AGGREGATE LIMIT APPLIES PER:  |                         |                                     |                                      | GENERAL AGGREGATE \$ 2,000,000                       |
|             |                | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                         |                                     |                                      | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|             |                | <b>AUTOMOBILE LIABILITY</b>   |                         |                                     |                                      | COMBINED SINGLE LIMIT (Ea accident) \$               |
|             |                | <input type="checkbox"/> ANY AUTO   |                         |                                     |                                      | BODILY INJURY (Per person) \$                        |
|             |                | <input type="checkbox"/> ALL OWNED AUTOS  |                         |                                     |                                      | BODILY INJURY (Per accident) \$                      |
|             |                | <input type="checkbox"/> SCHEDULED AUTOS  |                         |                                     |                                      | PROPERTY DAMAGE (Per accident) \$                    |
|             |                | <input type="checkbox"/> HIRED AUTOS  |                         |                                     |                                      |  |
|             |                | <input type="checkbox"/> NON-OWNED AUTOS  |                         |                                     |                                      |  |
|             |                | <b>GARAGE LIABILITY</b>   |                         |                                     |                                      | AUTO ONLY - EA ACCIDENT \$                           |
|             |                | <input type="checkbox"/> ANY AUTO   |                         |                                     |                                      | OTHER THAN EA ACC \$                                 |
|             |                |   |                         |                                     |                                      | AUTO ONLY: AGG \$                                    |
|             |                | <b>EXCESS/UMBRELLA LIABILITY</b>  |                         |                                     |                                      | EACH OCCURRENCE \$                                   |
|             |                | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                       |                         |                                     |                                      | AGGREGATE \$   |
|             |                | <input type="checkbox"/> DEDUCTIBLE   |                         |                                     |                                      | \$   |
|             |                | RETENTION \$  |                         |                                     |                                      | \$   |
|             |                | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |                         |                                     |                                      | WC STATU-TORY LIMITS OTH-ER                          |
|             |                | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   |                         |                                     |                                      | E.L. EACH ACCIDENT \$                                |
|             |                | If yes, describe under SPECIAL PROVISIONS below   |                         |                                     |                                      | E.L. DISEASE - EA EMPLOYEE \$                        |
|             |                |   |                         |                                     |                                      | E.L. DISEASE - POLICY LIMIT \$                       |
| B           |                | <b>OTHER Property theft Special Form</b>  | CWB00035903590-03-14094 | 9/1/2010                            | 9/1/2011                             | BPP limit \$25,000                                   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
CITY OF DURANGO IS NAMED ADDITIONAL INSURED (LANDLORD)

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

**CERTIFICATE HOLDER**CITY OF DURANGO  
949 EAST 2ND AVENUE  
DURANGO, CO 81301**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Leticia Ortiz/LO



| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>  |          |   |                                | DATE (MM/DD/YYYY)<br><b>7/13/2010</b>   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
|---|----------|---|--------------------------------|---|-----------------------------------|---|--------|--|--|--|--|------------|--|------------|--|------------|--|
| PRODUCER (303)894-0298 FAX: (303)894-0161<br><b>Nonprofit Resources, Inc.</b><br>455 Sherman Street<br>Suite 207<br>Denver CO 80203   |          |   |                                | 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.   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| INSURED<br><b>San Juan Citizens Alliance</b><br>PO Box 2461<br>Durango CO 81302   |          |   |                                | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Alliance of Nonprofits</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>North American Elite</b></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> |                                   | INSURERS AFFORDING COVERAGE   | NAIC # | INSURER A: <b>Alliance of Nonprofits</b> |  | INSURER B: <b>North American Elite</b> |  | INSURER C: |  | INSURER D: |  | INSURER E: |  |
| INSURERS AFFORDING COVERAGE   | NAIC #   |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| INSURER A: <b>Alliance of Nonprofits</b>  |          |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| INSURER B: <b>North American Elite</b>  |          |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| INSURER C:  |          |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| INSURER D:  |          |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| INSURER E:  |          |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
| <b>COVERAGES</b><br>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    | TYPE OF INSURANCE   | POLICY NUMBER                  | POLICY EFFECTIVE DATE (MM/DD/YY)  | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |        |  |  |  |  |            |  |            |  |            |  |
| <b>A</b>  | <b>X</b> | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Commercial Liquor Liability</b><br><b>\$1,000,000 Limit</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | <b>14094</b>                   | <b>9/1/2010</b>   | <b>9/1/2011</b>                   | EACH OCCURRENCE \$ <b>1,000,000</b>   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | MED EXP (Any one person) \$ <b>20,000</b>   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | PERSONAL & ADV INJURY \$ <b>N/A</b>   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | GENERAL AGGREGATE \$ <b>2,000,000</b>   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>  |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                                |   |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                         |        |  |  |  |  |            |  |            |  |            |  |
|   |          | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |                                |   |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |        |  |  |  |  |            |  |            |  |            |  |
|   |          | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |                                |   |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |        |  |  |  |  |            |  |            |  |            |  |
|   |          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |                                |   |                                   | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |        |  |  |  |  |            |  |            |  |            |  |
| <b>B</b>  |          | <b>OTHER Property theft Special Form</b>  | <b>CWB00035903590-03-14094</b> | <b>9/1/2010</b>   | <b>9/1/2011</b>                   | BPP limit \$ <b>\$25,000</b>  |        |  |  |  |  |            |  |            |  |            |  |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS<br>Certificate holder is named additional insured<br>10-day notice of cancellation for non-payment of premium   |          |   |                                |   |                                   |   |        |  |  |  |  |            |  |            |  |            |  |

**CERTIFICATE HOLDER**
**CANCELLATION**

|  |   |
|--|---|
| <b>Durango Bootleggers Society</b><br>1022 Main Ave<br>Durango, CO 81301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br>Leticia Ortiz/LO |
|--|---|



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
7/13/2010PRODUCER (303)894-0298 FAX: (303)894-0161  
Nonprofit Resources, Inc.  
455 Sherman Street  
Suite 207  
Denver CO 80203

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.

INSURED  
San Juan Citizens Alliance  
PO Box 2461

Durango CO 81302

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Alliance of Nonprofits

INSURER B: North American Elite

INSURER C:

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 | TYPE OF INSURANCE   | POLICY NUMBER           | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|------|-------|---|-------------------------|----------------------------------|-----------------------------------|--|
| A    | X     | GENERAL LIABILITY   | 14094                   | 9/1/2010                         | 9/1/2011                          | EACH OCCURRENCE \$ 1,000,000                         |
|      |       | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                         |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
|      |       | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |                         |                                  |                                   | MED EXP (Any one person) \$ 20,000                   |
|      |       | <input checked="" type="checkbox"/> Commercial Liquor Liability   |                         |                                  |                                   | PERSONAL & ADV INJURY \$ N/A                         |
|      |       | GEN'L AGGREGATE LIMIT APPLIES PER:  |                         |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000                       |
|      |       | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                         |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|      |       | AUTOMOBILE LIABILITY  |                         |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$               |
|      |       | <input type="checkbox"/> ANY AUTO   |                         |                                  |                                   | BODILY INJURY (Per person) \$                        |
|      |       | <input type="checkbox"/> ALL OWNED AUTOS  |                         |                                  |                                   | BODILY INJURY (Per accident) \$                      |
|      |       | <input type="checkbox"/> SCHEDULED AUTOS  |                         |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                    |
|      |       | <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 \$   |
|      |       | <input type="checkbox"/> DEDUCTIBLE   |                         |                                  |                                   | \$   |
|      |       | RETENTION \$  |                         |                                  |                                   | \$   |
|      |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                         |                                  |                                   | WC STATUTORY LIMITS OTH-ER                           |
|      |       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   |                         |                                  |                                   | E.L. EACH ACCIDENT \$                                |
|      |       | If yes, describe under SPECIAL PROVISIONS below   |                         |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$                        |
|      |       |   |                         |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$                       |
| B    |       | OTHER Property theft Special Form   | CWB00035903590-03-14094 | 9/1/2010                         | 9/1/2011                          | BPP limit \$25,000                                   |

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

Certificate holder is named additional insured

10-day notice of cancellation for non-payment of premium

## CERTIFICATE HOLDER

Eco Logic Events  
216 Halto Via Circle  
Durango, CO 81301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Leticia Ortiz/LO



Attachment 4

San Juan Citizens Alliance Articles of Incorporation



ARTICLES OF INCORPORATION  
of

SAN JUAN CITIZENS ALLIANCE  
a Colorado Non-Profit Corporation

ARTICLE I

Name

The name of the nonprofit corporation is "San Juan Citizens Alliance".

19971189645 M  
\$ 50.00  
SECRETARY OF STATE  
11-25-97 15:40:17

ARTICLE II

Office and Agent

The address of the initial registered office and principal place of business of San Juan Citizens Alliance shall be 842 ½ Main, Suite 204, Durango, Colorado 81301. The name of the initial registered agent at such address is Gwen Lachelt. The mailing address shall be P.O. Box 2461, Durango, Colorado 81302.

ARTICLE III

Term of Existence

The term of existence of San Juan Citizens Alliance shall be perpetual.

ARTICLE IV

Members

The nonprofit corporation will have members.

ARTICLE V

Distribution of Assets Upon Dissolution

Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose, with a preference given to eligible non-profit corporations that support or advance environmental/social justice in Southwest Colorado. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for exempt purposes.

ARTICLE VI

Purposes

San Juan Citizens' Alliance is organized exclusively for charitable, educational or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

RM  
W  
A



## ARTICLE VII

### Limitation on Powers

No part of the net earnings of the San Juan Citizens Alliance shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE VI hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles the organization shall not carry on any other activities not permitted to be carried on: (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

## ARTICLE VIII

### Board of Directors

- 8.1 Number There shall be three initial directors.
- 8.2 Removal Directors may be removed by a vote of two-thirds of the entire board, with or without cause.
- 8.3 Limitation of Board's Powers The Board may not sell, convey, mortgage, pledge, exchange, encumber, dedicate to the repayment of indebtedness or otherwise dispose of assets or property until a proposal is presented to the board and after such proposal is approved by an affirmative vote of two-thirds of the board.
- 8.4 Indemnification of Directors The nonprofit corporation may indemnify or advance expenses to Directors to the fullest extent allowed by Colorado law.
- 8.5 Obligations of Nonprofit Corporation The Directors, Members, Officers and employees of the nonprofit corporation shall not, as such, be liable for any debt, obligation or liability of the nonprofit corporation.
- 8.6 Director Liability Directors and Officers shall not be liable for actions taken or omissions made in the performance of corporate duties except for wanton and willful acts or omissions. San Juan Citizens Alliance elects that its Directors and Officers shall have the full benefit of the limitations on liability allowed by Colorado law.


## ARTICLE IX

### Incorporators

The name and address of each incorporator is:



Travis Stills, P.O. Box 1102, Durango CO 81302



Gwen Lachelt, 842 ½ Main, Suite 204, Durango, Colorado 81301







## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

|   |   |
|---|---|
| Name (as shown on your income tax return)<br><b>San Juan Citizens Alliance</b>  |   |
| Business name, if different from above  |   |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... |   |
| <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Non-Profit 501(c)(3)</b>  |   |
| <input checked="" type="checkbox"/> Exempt payee  |   |
| Address (number, street, and apt. or suite no.)<br><b>1022 1/2 Main Avenue</b>  | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>Durango, Colorado 81302</b>   |   |
| List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |
| <b>84 1447465</b>              |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Brittany Sauls* Date ▶ *8/24/2010*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,