

STATE OF COLORADO
Colorado Water Conservation Board
INTERAGENCY AGREEMENT

with
Board of Governors of the Colorado State University System acting by and
through Colorado State University
Contract Number C150499

1. PARTIES

This Interagency Agreement (hereinafter called "Agreement") is entered into by and between the Colorado Water Conservation Board (hereinafter called "Payor"), and the Board of Governors of the Colorado State University System acting by and through Colorado State University (hereinafter called "Payee"), who may collectively be called the "Parties" and individually a "Party", both of which are agencies or higher education institutions of the STATE OF COLORADO, hereinafter called the "State".

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Agreement exists pursuant to State Fiscal Rule 3-3 and funds have been budgeted, appropriated and otherwise made available pursuant to Colorado Revised Statutes (CRS) 39-29-109(2)(c), 37-75-104(2)(c) and 37-75-102 et al., and Senate Bill 06-179 adopted by the 2006 General Assembly and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Purpose

The Water Supply Reserve Account provides money for grants and loans to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for the Agricultural Weather Data Delivery Improvements to Uncompahgre Valley Irrigators in the Gunnison Basin.

4. TERM AND EARLY TERMINATION

A. Term-Work Commencement

The Parties respective performances under this Agreement shall commence on the later of either the Effective Date or April 2, 2012. This Agreement shall terminate on December 31, 2014 unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party 30 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

5. STATEMENT OF WORK

A. Work

Payee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before December 31, 2014.

B. Goods and Services

Payee shall procure goods and services necessary to complete its obligations. Such procurement shall be accomplished using Agreement Funds and shall not increase the maximum amount payable hereunder by Payor.

6. PAYMENTS-MAXIMUM AMOUNT

The maximum amount payable under this Agreement to Payee by Payor is \$112,000. Payor shall make payment for purchases of goods and services within 45 days after receipt of valid invoices from Payee. Payments shall be made by an interagency transfer in lieu of a State warrant whenever possible. The maximum amount payable by Payor to Payee during each State fiscal year of this Agreement shall be:

\$112,000 in FY2012
\$112,000 in FY2013, minus any funds expended in FY2012
\$112,000 in FY2014, minus any funds expended in FY2012 and 2013
\$112,000 in FY2015, minus any funds expended in FY2012, 2013 and 2014

7. RECORDS-MAINTENANCE AND INSPECTION

A. Maintenance

During the term of this Agreement and for a period terminating upon the later of (i) the five year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the "Record Retention Period"), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

B. Inspection

Payor shall have the right to inspect Payee's performance at all reasonable times and places during the term of this Agreement. Payee shall permit Payor, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe Payee's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

Monitoring activities controlled by Payor shall not unduly interfere with Payee's performance hereunder.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

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

9. FAILURE TO PERFORM-DISPUTES

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

10. NOTICE AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

Payor:

Todd Doherty, Program Manager, Water Supply Planning Section
Colorado Water Conservation Board
1580 Logan Street, Suite 200
Denver, CO 80203
Todd.doherty@state.co.us

Payee:

Denis Reich, Water Resources Specialist
Colorado State University Extension, Western Region Office
2764 Compass Drive / Suite 232
Grand Junction, CO 81506
Denis.Reich@Colostate.edu

11. GENERAL PROVISIONS

A. Assignment

The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party.

B. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the order of priority: exhibits and attachments first; this Agreement second.


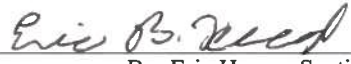
C. Third Party Beneficiaries-Negation

Enforcement of all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

12. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

* Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

STATE OF COLORADO John W. Hickenlooper, Governor	
Board of Governors of the Colorado State University System acting by and through Colorado State University  Signature By: Dave Doty Title: Associate Director of Sponsored Programs Date: <u>3/29/12</u>	Department of Natural Resources Mike King, Executive Director  By: Eric Hecox, Section Chief, Water Supply Planning Section, CWCB Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: <u>4/3/12</u>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER


STATE CONTROLLER David J. McDermott, CPA By:  Date: <u>4/19/12</u>
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EXHIBIT A-STATEMENT OF WORK AND BUDGET