

STATE OF COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1580 Logan Street, Suite 600
Denver, Colorado 80203
Phone: (303) 866-3441
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www.cwcb.state.co.us



April 9, 2014

Jackson County Water Conservancy District
Attn: Kent Crowder, Board President
P.O. Box 1019
Walden, CO 80480

John W. Hickenlooper
Governor

Mike King
DNR Executive Director

James Eklund
CWCB Director

**RE: Notice to Proceed – WSRA Grant – Amendment #1 North Platte River Basin
Implementation Plan in the North Platte River Basin**

Dear Kent,

This letter is to inform you that the contract amendment request to assist in the North Platte River Basin Implementation Plan in the North Platte River Basin was signed on April 4, 2014. The original contract will be mailed to you.

With the executed contract amendment, you are now able to proceed with the project and invoice the State of Colorado for cost incurred through November 30, 2014. Please indicate the contract number and project name on all correspondence sent to CWCB. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days.

I wish you much success in your project. If you have any questions or concerns, please contact me.

Sincerely,

//s//

Craig Godbout
Program Manager
Colorado Water Conservation Board
Water Supply Planning Section
1580 Logan Street, Suite 200
Denver CO 80203
(303) 866-3441, ext 3210 (office)
(303) 547-8061 (cell)
craig.godbout@state.co.us

CONTRACT AMENDMENT

Amendment #1 C150533	Original Contract CMS # 61610	Amendment CMS # 66962
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Jackson County Water Conservancy District (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Natural Resources, Colorado Water Conservation Board, (hereinafter called the "CWCB").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment 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. The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to draft a North Platte Basin Implementation Plan that conforms to the Basin Implementation Plan Guidance Document to include Sections 1-6 on behalf of the North Platte River Basin Roundtable.

4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

a. **5. TERM and EARLY TERMINATION is amended to read as follows:** "The Parties respective performance under this Grant shall terminate on November 30, 2014 unless sooner terminated or further extended as specified elsewhere herein.

b. **6. a. Completion:** Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A** on or before November 30, 2014. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

7) EFFECTIVE DATE OF AMENDMENT

The effective date hereof is upon approval of the State Controller or their delegate.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR
Jackson County Water Conservancy District

By: Kent Crowder
Title: Board President


*Signature

Date: March 24, 2014

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Mike King, Department of Natural Resources

By: 
By: Rebecca Mitchell, Section Chief, Water Supply
Planning Section CWCB

Date: 4-2-14

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 

Name and Title: Susan Borup, DNR Controller

Date: 4/4/14