



## COLORADO

### Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 721  
Denver, CO 80203

November 4, 2014

Colorado River Water Conservation District  
Attn: Mr. Dan Birch  
P.O. Box 1120  
Glenwood Springs, Co 81602

RE: Notice to Proceed - WSRA Grant – Amendment #2 Yampa/White Basin  
Implementation Plan Supplemental Funding Request

Dear Dan,

This letter is to inform you that the contract amendment to assist in the above WSRA grant project was signed on October 30, 2014. The original amendment contract will be mailed to you.

With the executed contract, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through December 31, 2014. 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 regarding the project, please contact me.

Sincerely,

//s//

**Brent Newman**

**Program Manager**

Water Supply Planning Section

O 303.866.3441 x3222 | C 303.681.8420

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## CONTRACT AMENDMENT

<b>Amendment #2 CTGG1 2015-577</b>	<b>Original Contract CMS #65117 C150547</b>	<b>Amendment CMS #73579</b>
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### 1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Colorado River Water Conservation District, acting by and through its Colorado River Water Projects Enterprise (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 to draft a Yampa/White Basin Implementation Plan that conforms to the Basin Implementation Plan Guidance Document to include Sections 1-6 on behalf of the Yampa/White/Green 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:

**7a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$237,066 as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

<b>\$177,066 in FY2014</b>
<b>\$237,066 in FY2015, minus any funds expended in FY2014</b>

### 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**

Colorado River Water Conservation District, acting by and through its Colorado River Water Enterprise

By: Dan Birch  
Title: Deputy General Manager

[Signature]  
\*Signature

Date: 10/7/14

**STATE OF COLORADO**

**John W. Hickenlooper, GOVERNOR**  
Mike King, Department of Natural Resources

By: Rebecca Mitchell  
By: Rebecca Mitchell, 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: 10-9-14

**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: [Signature]

Name and Title: Susan Borup, DNR Controller

Date: 10/30/14