



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

January 5, 2015

Ducks Unlimited, Inc.
Attn: Greg Kernohan, Manager
2926 E. Mulberry Avenue
Fort Collins, CO 80524

RE: Notice to Proceed - ATM Grant – Amendment #1 Flex Water Market
Education & Implementation Phase

Dear Greg,

This letter is to inform you that the contract amendment to assist in the above ATM grant project was signed on December 16, 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, 2015. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days after the project manager approval. I wish you much success in your project.

If you have any questions or concerns regarding the project, please contact me.

Sincerely,

//s//

Craig Godbout
Program Manager
Water Supply Planning Section
O 303.866.3441 x3210
1313 Sherman Street, Suite 718, Denver, CO 80203
craig.godbout@state.co.us
www.cwcb.state.co.us www.coloradowaterplan.com

cc: Nancy Jenson



CONTRACT AMENDMENT

Amendment #1 CORE #CTGG1 2015-364	Original Contract CMS # 57986 Original Contract # C154227	Amendment CMS # 75583
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Ducks Unlimited, Inc. (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 the FLEX Water Market--Education and Implementation Phase. The purpose of this Grant is to provide education, facilitation and consultation to parties seeking to explore or implement the FLEX Market concept. Evaluate index based pricing and explore large-scale implementation of the FLEX Market in the Front Range.

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 commence on the Effective Date. This Grant shall terminate on December 31, 2015 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 December 31, 2015. 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.

c. **Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$120,250, 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:

\$120,250 in FY2014
\$120,250 in FY2015, minus an funds expended in FY2014
\$120,250 in FY2016, minus an funds expended in FY2014 and FY2015

d. The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto as **Schedule 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
Ducks Unlimited, Inc.

By:
Title:




*Signature

Date: 12/9/14

Stephen E. Adair, Director

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

By:



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: 12-11-14

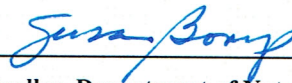
ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:



Susan Borup, Controller, Department of Natural Resources

Date:

12/16/14

Schedule B (Timeline)

FLEX Water Market Schedule revised 12/7/2014												
	First Year 06/2013 – 12/2014						Second Year 12/14 – 12/15					
Task												
	7											
Task 1 - Facilitate Implementation of the FLEX Market												
Task 2 - Index Based Pricing												
Task 3 - Explore Large-Scale Front Range Implementation												
Task 4 - Prepare Interim and Final Reports												