

# STATE OF COLORADO

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## Colorado Water Conservation Board

### Department of Natural Resources

1580 Logan Street, Suite 600  
Denver, Colorado 80203  
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[www.cwcb.state.co.us](http://www.cwcb.state.co.us)



January 6, 2014

The Nature Conservancy  
Attn: Doug Robotham, Water Projects Director  
2424 Spruce Street  
Boulder CO 80302

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John W. Hickenlooper  
Governor

Mike King  
DNR Executive Director

James Eklund  
CWCB Director

**RE: Notice to Proceed – Amendment #2- Alt Ag Grant – Use of ATM's to Meet  
Nonconsumptive and Consumptive Needs in the Yampa Basin**

Dear Doug:

This letter is to inform you that the contract amendment request for the ATM grant to extend the completion terms was approved and signed on December 26, 2013.

With the executed amendment contract, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred through March 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.

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](mailto:craig.godbout@state.co.us)*

## CONTRACT AMENDMENT

<b>Amendment #2 C150491</b>	<b>Original Contract CMS # 39472</b>	<b>Amendment CMS #</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 The Nature Conservancy (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 Alternative Agricultural Water Transfer Methods Competitive Grant Program to complete water activities that further the understanding and development of alternative agricultural water transfers in Colorado. This Grant is for a project titled: Use of ATM's to Meet Nonconsumptive and Consumptive Needs in the Yampa Basin.

**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 March 31, 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 March 31, 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.

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**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  
The Nature Conservancy**

By (Print): Tim Sullivan  
Title: Colorado State Director

M. Sullivan

\*Signature

Date: 12/18/13**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: 12-19-13**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: Susan Borup

Name and Title: Susan Borup, DNR Controller

Date: 12/26/13