


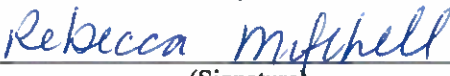

# GRANT AGREEMENT AMENDMENT #2

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board 1313 Sherman Street, Denver Co 80203	<b>Original Grant Number</b> CTGG1 2015-496 / 61149
<b>Grantee</b> Lower South Platte Water Conservancy District	<b>Amendment Grant Number</b> CTGG1 2015-496 / CMS 96891
<b>Current Grant Agreement Maximum Amount (after amendment approved)</b> Entire Grant Agreement term for all applicable fiscal years: \$173,900	<b>Grant Agreement Performance Beginning Date</b> November 1, 2013
	<b>Current (after amendment approved) Grant Agreement Expiration Date</b> March 1, 2018

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>GRANTEE</b> Lower South Platte Water Conservancy District   General Manager By: Name & Title of Person Signing for Grantee  Date: 01/18/2017	<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Natural Resources Robert D. Randall, Executive Director   (Signature)  By: Rebecca Mitchell, Section Chief  Date: 1-20-17
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.	
<b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD   By: Maggie VanCleeef, DNR Purchasing Director  Amendment Effective Date: 2/17/2017	

1. **PARTIES**

This Amendment (the "Amendment") to the Original Grant Agreement shown on the Signature and Cover Page for this Amendment (the "Grant Agreement") is entered into by and between the Grantee, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Grant Agreement shall be construed and interpreted in accordance with the Grant Agreement.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Grant Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment shall terminate on the termination of the Grant Agreement or **March 1, 2018**, whichever is earlier.

4. **PURPOSE**

The purpose of the grant is to implement the Northeast Colorado Water Cooperative. The amendment purpose is to extend the completion date in order to allow additional time to conduct implementation tasks stated in the scope of work Exhibit A.

5. **MODIFICATIONS**

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

- A. The Grant Agreement Initial Grant Agreement and Expiration Date, Paragraph 5A, *Initial Term-Work Commencement*, Page 3 of the original contract to read: "The Parties' respective performance under this Grant shall commence on the Effective Date or March 1, 2017. This Grant shall terminate on **March 1, 2018** unless sooner terminated or further extended as specified elsewhere, with the Current Grant Agreement Expiration Date shown on the Signature and Cover Page for this Amendment."
- B. Amendment to Paragraph 6A, *Completion*, Page 3 of the original contract to read: "Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A** on or before **March 1, 2018**. The State shall not be liable to compensate the Grantee for any Work performed prior to the Effective Date or after the termination of this Grant."

- C. The Schedule that was included in the Original Grant Agreement's **Exhibit A, Scope of Work** shall be replaced by the updated schedule attached hereto as **Schedule C**.
- D. Amend to Paragraph 7A, *Maximum Amount*, Exhibit A of the original contract to read: "The maximum amount payable under this Grant to Grantee by the State is **\$173,900** 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>\$173,900 in FY2014</b>
<b>\$173,900 in FY2015, minus an funds expended in FY2014</b>
<b>\$173,900 in FY2016, minus any funds expended in FY2015, and FY2014</b>
<b>\$173,900 in FY2017, minus any funds expended in FY2016, FY2015, and FY2014</b>
<b>\$173,900 in FY2018, minus any funds expended in FY2017, FY2016, FY2015, and FY2014</b>

#### **6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Grant Agreement, and the Grant Agreement and all prior amendments or other modifications to the Grant Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Grant Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Grant Agreement or any prior modification to the Grant Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Grant Agreement to the extent that this Amendment specifically modifies those Special Provisions.