



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources
DENVER, CO 80203

November 20, 2017

Boulder County, Parks & Open Space Department
Attn: Tim Zych, Project Coordinator
5201 St. Vrain Road
Longmont, CO 80503

RE: Notice to Proceed – WSRF Grant – CTGG1 2016-1023 Amendment 1 Extension – Swede Lake Dam & Reservoir
Rehabilitation in the South Platte River Basin

Dear Tim,

This letter is to inform you that the grant extension request to assist in the above WSRF grant project has been approved. The original contracting documents will be mailed to you.

With the executed extension agreement, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through December 31, 2018. In the event you are seeking an additional extension to this agreement, a 90-day advance notice must be given in a formal letter of request to the CWCB program manager to which the State will begin the procurement process for your request.

If you have any questions or concerns regarding this project, please contact Jonathan Hernandez, Project Manager at 303-866-3441 ext. 3234 or at Jonathan.Hernandez@state.co.us. Please send progress reports and invoices directly to Jonathan for review and approval.

You can contact me at 303-866-3441 ext. 3250 for additional invoicing, payment and contracting inquiries.

Thank you.

Sincerely,

//s//

Doriann Vigil

Program Assistant II

O 303-866-3441 ext. 3250

1313 Sherman Street, Rm. 719, Denver, CO 80203

Dori.vigil@state.co.us / cwcb.state.co.com

Attachments





GRANT AGREEMENT AMENDMENT #1

SIGNATURE AND COVER PAGE

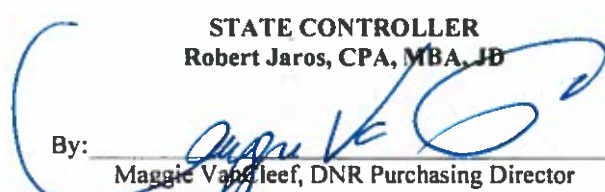
State Agency Department of Natural Resources Colorado Water Conservation Board 1313 Sherman Street, Denver Co 80203	Original Grant Agreement Number CMS# 84433 CTGGI 2016-1023
Grantee and Address Boulder County, Boulder County Parks and Opens Space Department 5201 St. Vrain Road Longmont, CO 80503	Amendment Grant Agreement Number CMS# <u>105585</u> CTGGI 2016-1023
Current Grant Agreement Maximum Amount (after amendment approved) Entire Grant Agreement term for all applicable fiscal years: \$200,000	Grant Agreement Performance Beginning Date December 1, 2016 <u>3</u>
Reason for Modification Extension	Current (after amendment approved) Grant Agreement Expiration Date December 31, 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.

GRANTEE Boulder County, Boulder County Parks and Opens Space Department <u>Deb Garder / Chair-Board of County Commissioners</u> Print: Name & Title of Person Signing for Grantee  Signature: Name Date: <u>10/24/17</u>	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Natural Resources Robert D. Randall, Executive Director  (Signature) <u>TINA HEITZEL</u> By: <u>Rebecca Mitchell, Section Chief</u> <u>Budget Analyst</u> Date: <u>10/25/17</u>
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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.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD  By: <u>Maggie VanLeeuw, DNR Purchasing Director</u> Amendment Effective Date: <u>11/16/17</u>

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, and shall terminate on the termination of the Grant Agreement or **December 31, 2018**, whichever is earlier.

4. **PURPOSE**

The purpose of the grant is for the Development and Implementation of Water Education/Outreach: 3-Year Program of Collateral Dissemination, Media Networking, Forums and Workshops in the Yampa/White/Green River Basin. The amendment purpose is to extend the completion date according to the completion date 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 Expiration Date, Paragraph 5A, *Initial Term-Work Commencement*, Page 3 of the original contract is modified to read: “The Parties’ respective performance under this Grant shall commence on the Effective Date. This Grant shall terminate on **December 31, 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. Amend 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 **December 31, 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 B**.
- D. Amend to Paragraph 7A, *Maximum Amount*, of the original contract to read: "The maximum amount payable under this Grant to Grantee by the State is **\$200,000** 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:"

\$200,000 in FY2016
\$200,000 in FY 2017, minus any funds expended in FY2016
\$200,000 in FY2018, minus any funds expended in FY2017
\$200,000 in FY2019, minus any funds expended in FY2018

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.

[illegible]