



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

**South Platte – South Platte Regional Water Development
Concept Feasibility Study – CTGG1 2019-2922/CMS#125998**

February 27, 2019

Lower South Platte Water Conservancy District
Attn: Joe Frank, General Manager
100 Broadway Plaza, Suite 12
Sterling, CO 80751

Dear Grantee:

We are pleased to inform you that the Colorado Department of Natural Resources, Colorado Water Conservation Board (CWCB) has approved your request for funding pursuant to the WSRF Grant Program (“Program”). This letter authorizes you to proceed with the South Platte Regional Water Development Concept Feasibility Study Project (“Project”) in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions, as they are requirements of this Grant to which you, Lower South Platte Water Conservancy District, agree by accepting the Grant Funds.

The WSRF Criteria & Guidelines can be located on our website for additional information. If you have any questions or concerns regarding the project, please contact Megan Holcomb, Project Manager at 303-866-3441 or at Russel.Sands@state.co.us. Please send the 6-month progress reports and invoices directly to the Project Manager and cc me at Dori.vigil@state.co.us.

Thank you.

Sincerely,

//s//

Doriann Vigil

Program Assistant II

O 303-866-3441 ext. 3250

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


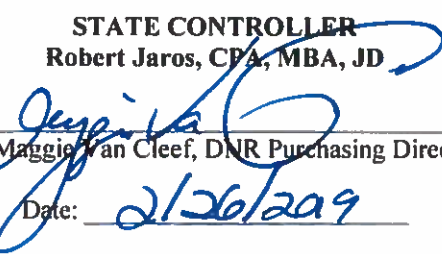
Dori.vigil@state.co.us / cwcb.state.co.com



GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Grant Amount Total for Grant Term: \$350,000
Grantee Lower South Platte Water Conservancy District 100 Broadway Plaza, Suite 12 Sterling, CO 80751	Agreement Number CMS#125998 CTGG1 2019-2922
Grant Issuance Date The later of 02/15/19 or the date the State Controller or an authorized delegate signs this Grant Agreement. Grant Expiration Date: 6/30/2022	
Grant Project Name South Platte Regional Water Development Concept Feasibility Grant Purpose A detailed investigation & evaluation of a regional, multi-purpose, multi-benefit water development concept for the South Platte Basin via the South Platte Regional Water Development Concept Feasibility Study.	Local Match Total Match for Grant Term: \$120,000

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Robert D. Randall, Executive Director</p> <p>By:  By: Greg Johnson, Section Chief Colorado Water Conservation Board</p> <p>Date: 12/19/18</p>	<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  By: Maggie Van Cleef, DNR Purchasing Director</p> <p>Date: 2/26/2019</p>
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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, shall have the option to extend the performance under this Grant Award Letter beyond the Initial Term for a period, or for successive periods, of one (1) year or less under the same terms specified in the Grant Award Letter (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit C**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

Colorado Revised Statutes (CRS) §39-29-109(2)(c), §37-75-104(2)(c) and §37-75-102 et al., and Senate Bill 06-179 adopted by the 2006 General Assembly, and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **"Exhibits"** means the following exhibits attached to this Grant Award Letter:
 - i. **Exhibit A**, Statement of Work
 - ii. **Exhibit B**, Budget and Schedule
 - iii. **Exhibit C**, Sample Option Letter
- I. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an Option Letter (see Exhibit C).
- J. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. **"Matching Funds"** means the funds provided by Grantee as a match required to receive the Grant Funds.
- M. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- N. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- O. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- P. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Q. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- R. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- S. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- T. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The Lower South Platte Water Conservancy District (LSPWCD) support the efforts of the Regional Concept Task Force to continue detailed investigation and evaluation of a regional, multi-purpose, multi-benefit water development concept for the South Platte Basin via the South Platte Regional Water Development Concept Feasibility Study.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal

year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

8. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §7D, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available

at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

For the State:

Russell Sands, Project Manager
Colorado Water Conservation Board
1313 Sherman Street, Suite 718
Denver, CO 80203
Russ.Sands@state.co.us
303-866-3441

For Grantee:

Joe Frank, General Manager
Lower South Platte Water Conservancy Dist.
100 Broadway Plaza, Suite 12
Sterling, CO 80751
jmfrank@spwcd.org
970-552-1378

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of

and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter

established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the Grant Award Letter.
- ii. Exhibit A, Statement of Work
- iii. Exhibit B, Budget,
- iv. Exhibit C, Option Letter

Option Letters or amendments shall have priority in the area that they modify.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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Last Update: January 9, 2018

Colorado Water Conservation Board

Water Supply Reserve Fund

Exhibit A - Statement of Work

Date:	December 14, 2018
Water Activity Name:	South Platte Regional Water Development Concept Pre-Feasibility Study
Grant Recipient:	Lower South Platte Water Conservancy District (LSPWCD)
Funding Source:	Water Supply Reserve Fund – Statewide & Metro/South Platte Basin Accounts

Water Activity Overview:

In partnership with municipal and agricultural collaborators, LSPWCD seeks WSRF support to continue detailed investigation and evaluation of a regional, multi-purpose, multi-benefit water development concept for the South Platte Basin. This "Regional Concept" embodies Colorado's water values (Colorado's Water Plan, Chap. 10) and builds upon approaches outlined in the South Platte/Metro BIP (Chap. 4.6.2).

The Regional Concept envisions multiple storage facilities and additional conveyance capacity strategically positioned throughout the Basin and operationally linked. This infrastructure network would store unappropriated native flow, reusable supplies, water derived from ATMs, and excess augmentation plan water in portions of the Basin where water is most available. This "Concept water" then would be delivered, either directly or by exchange, to specified "demand gateways" to meet diverse municipal, agricultural, environmental and recreational demands.

The proposed Water Activity will advance applicant's and collaborators' prior conceptual-level analyses by answering important outstanding questions regarding:

- an organizational structure for the concept;
- development of more precise demand estimates for municipal, agricultural, and environmental purposes by engaging water managers;
- refinements to the Regional Concept based on end-user needs;
- identification of water quality challenges and potential solutions;
- potential project cost estimates.

Objectives:

The proposed water activity for which WSRF funds are sought will achieve the following five objectives:

- Refine understanding of specific municipal, agricultural, and environmental/recreational water supply demands (e.g., timing, amount, location, quality) the Regional Concept could meet, and at what cost.
- Refine understanding of options for optimizing operations of the envisioned linked infrastructure network and how its development might be phased as demands materialize to produce the most benefits in the most efficient way.
- Develop options for an organizational or institutional structure best suited to support development and operation of a regional water development concept capable of delivering benefits broadly.
- Develop an outreach and education plan to facilitate broad and sophisticated public understanding of the Regional Concept and its benefits.
- Position the Regional Concept by the end of 2019 for serious consideration about whether and how it will be implemented.



Last Update: January 9, 2018

Tasks
Provide a detailed description of each task using the following format:
<u>Task 1 – Concept Refinement</u>
Description of Task:
<p>The Regional Concept will be refined in this task via a process in which governance preferences and water demands of potential municipal, agricultural, and environmental partners will be explored, alternative viable governance structures will be identified, and alternative Concept infrastructure and operational scenarios will be developed and modeled. Subtasks within this overall task are described below:</p> <p>Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options. The intent of this subtask is to develop information that can inform and support future consideration by the Task Force and other appropriate entities of an organizational framework/institutional structure best suited to support development and operation of the Regional Concept. Conversely, it is not the intent of this subtask for consultants to develop a specific recommendation regarding a particular organizational/institutional type or model, since the goal is to produce an evaluation of relative strengths and weaknesses of different institutional/organizational types and models to inform future discussion. Accordingly, consultants will work with the grantee, collaborators, and the Task Force to identify, describe and analyze different types or models of organizations/institutions capable of supporting the development, operation, financing, ownership, and governance of the Regional Concept, provide examples of each, and evaluate their relative strengths and weaknesses.</p> <p>Subtask 1.2 - Technical Outreach: interviews with “targeted municipal entities” to refine understanding of demands and desirable characteristics of regional organization/institution. The intent of this subtask is to improve current understanding of municipal demands that might be served by the Regional Concept, deepen and broaden understanding of the Regional Concept among potential municipal and industrial participants/end-users/beneficiaries, gather information to inform work to be performed to complete Subtask 1.1 and Subtask 1.5, and illuminate entities that will potentially drive future Regional Concept development. Consultants will hold informational meetings to inform and educate a wide range of municipal entities, special districts, rural domestic water supply organizations, and other similar organizations operating in regions of the South Platte Basin likely to experience high rates of growth in future water demand. Consultant will develop and execute an on-line survey to gather information related to characteristics of future water demands, preferences regarding governance, public outreach concerns, and other relevant information. Based on information obtained from the web-based survey, Task Force members, and the M&I Work Group, Consultant will develop a set of demand alternatives for the Regional Concept to meet the identified needs of potential project participants.</p> <p>Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies. The intent of this subtask is to refine current understanding of agricultural demands and supplies that might be served by and contribute to the Regional Concept, deepen and broaden understanding of the Regional Concept among potential participants/end-users/beneficiaries, and gather information to support completion of Subtask 1.1. Consultants will characterize currently unmet and future unmet agricultural demands in Districts 1, 2, and 64 at a sufficiently detailed level of detail to make determinations about whether and how Concept water not used by targeted municipal entities could be used to offset at least some unmet agricultural demands. Consultants will also characterize how Concept water derived from ATMs and unused recharge credits could be made available for use by the Regional Concept in ways mutually beneficial to irrigators and other Regional Concept beneficiaries.</p> <p>Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands. The intent of this subtask is to refine current understanding of environmental and recreational attributes and associated water supply needs that might be served by the Regional Concept, deepen and broaden understanding of</p>



Last Update: January 9, 2018

Tasks

the Regional Concept among stakeholders interested in advancing regionally important environmental and recreational water-related objectives, gather information to support completion of Subtask 1.1, and create cooperative long-term dialog among project partners related to environmental and recreational demands. Consultants will identify and describe environmental and recreational attributes and associated water demands that could be met by Regional Concept operations, or otherwise addressed in the configuration, design, and construction of the Regional Concept.

Subtask 1.5 - Regional Concept Refinement and Re-modeling. It is the intent of this subtask to provide resources to adjust/refine the Regional Concept's infrastructure configuration to reflect further consideration of existing and new information, including that provided by the 2018 South Platte Storage Study, that derived from Subtasks 1.2, 1.3, 1.4, and 2.1, and other information sources. Should consultants, after consulting with the applicant, collaborators, and the Task Force, determine that such adjustments/refinements are advisable, consultants will make adjustments/refinements to the Regional Concept and re-model its capacity to meet projected municipal, agricultural and environmental/recreational demands. As part of this analysis and decision-process, consultants should consider how construction of the Regional Concept's various discrete infrastructure elements could be phased to remain responsive to changes in demands that may occur over time. Within the limitations of budget and schedule, consultants will offer recommendations regarding preferred locations and capacities of discrete infrastructure components.

Method/Procedure:

Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options. For ease of communication, the development, operation, financing, ownership, and governance of the Regional Concept is referred to as "desirable management capacity" and work associated with this subtask is referred to as "desirable management capacity analysis" for the purposes of this Statement of Work. The analysis will involve the following methods/procedures:

- a. Consultants will identify, describe, and analyze up to five types or models, with representative examples, of organizations/institutions capable of providing desirable management capacity. Consultants will consider organizations/institutions currently in existence and functioning in Colorado, as well as those elsewhere in the United States, drawing upon relevant information from literature, interviews/phones calls, and direct experience. Consultants also will consider whether and how existing Colorado-based organizations/institutions could be expanded or altered to provide desirable management capacity. Finally, consultants will consider whether any given organization/institution (e.g., new, existing, or some hybrid) might be phased in over time as components of the Regional Concept are developed in response to growing demand. At a minimum, for each example of an organizational/institutional type or model, the requested analysis should provide the following information (to the extent applicable):
 - i. organizational/institutional mission/function
 - ii. organizational/institutional history, including principal reason(s) for creation
 - iii. service area
 - iv. principal assets, if any
 - v. legal authorities
 - vi. budget history and revenue mechanism(s)
 - vii. governance/decision-making processes
 - viii. organizational chart
 - ix. nature and quality of relationship to general and special purpose governments that may deliver services/govern within service area
 - x. significant adaptations to changing circumstances experienced over life of organization/institution and how these adaptations have been addressed by those in decision-making capacities
 - xi. phasing considerations



Last Update: January 9, 2018

Tasks

- b. Consultants will distill characteristics of organizational function and form common to successful regional water organizations/institutions, and report on findings as an early deliverable of this subtask. Information contained in this early deliverable will be used to inform preparation of a series of questions to be asked of potential participants/end-users/beneficiaries of Regional Concept water (hereinafter "targeted municipal entities") during focused technical outreach that is envisioned as part of Subtask 1.2, as well as outreach conducted to ascertain better information regarding demands envisioned as part of Subtasks 1.3 and 1.4. Questions will be designed to elicit information from potential participants/end users/beneficiaries regarding "desirable management capacity" characteristics they would value most in an organization designed to implement the Regional Concept and with which they may one-day partner.
- c. Consultants will rank (e.g., high, medium, low) each identified organizational/institutional type or model based on criteria to be developed in consultation with applicant, collaborators, and the Task Force. Example criteria may include: relative ease of establishment, relative consistency with existing organizations/institutions, relative efficiency of operations, relative transparency of governance structure/processes; and degree with which a given organizational/institutional type or model reflects preferences gleaned from discussions envisioned as parts of Subtasks 1.2, 1.3, and 1.4.
- d. Consultants will include summary tables that allow easy comparisons between identified organizational/institutional types or models, with examples being used to help illuminate points of comparison and contrast. Relative ranking of organizational/institutional types or models, using criteria to be identified, should be provided in a side-by-side comparative table. For ease of use and comprehension, description of each option shall be limited to two to three pages.

Subtask 1.2 - Technical Outreach: interviews with "targeted municipal entities" to refine understanding of demands and desirable characteristics of regional organization/institution.

Consultants will:

- a. Identify potential partners: Develop a list of potential partners (including municipal entities, special districts, rural domestic water supply organizations, and other similar organizations) within the project area (the Denver metro area, the US 287/I25/US85 Corridor, and downstream of Greeley) likely to experience high rates of growth in future water. Consulting team will work with a municipal/industrial work group (M&I Work Group) (a subset of the Task Force) to refine the list and help identify individuals within target organizations to contact.
- b. Craft a set of promotional messages: The Consultant team will work with the M&I Work Group to identify key project benefits and outreach messages for potential partners. The development of compelling explanatory materials to support outreach to potential partners will be performed as part of Subtask 3.1. The explanatory materials will be used to publicize an informational meeting tailored to potential partners.
- c. Hold up to two informational meetings: Appropriate Task Force members (i.e., those having relationships with specific potential partners) will reach out to potential partners to encourage attendance at up to two informational meetings. Two informational meetings are assumed for budgeting and scoping purposes, but it is possible that only one meeting will be needed. The informational meeting(s) will describe the history, urgency, necessity, and the potential benefits of the concept; the work that will be done in the coming year; the types of information we will be seeking from potential partners, and the vision for developing the project in the future.
- d. Conduct an on-line survey to gather information: An on-line survey will be developed and distributed to potential partners to gather information on characteristics of future water demands, preferences regarding governance, public outreach concerns, etc. A key goal of the survey will be to gage the interest of potential partners and identify those warranting follow-up contacts or meetings.
- e. Follow up on the survey: The results and level of participation on the survey will be evaluated. Based on the information and level of detail received from survey respondents, it may be necessary to reach out to potential partners for follow up. Follow up meetings will be conducted by the Consultant in collaboration with members of the M&I Work Group. Up to 10 follow up meetings may be conducted by the Consultant.
- f. Evaluate and compare information obtained from the survey with assumptions originally used to formulate the Regional Concept: Demand information compiled from the survey responses will be



Last Update: January 9, 2018

Tasks

compared with the original Regional Concept analysis (conducted by the South Platte Regional Opportunities Working Group or "SPROWG"), as well as comparable information available through SWSI, SPSS, and other sources, to evaluate the degree to which survey results reflect overall projected demands within the three targeted geographies (the Denver metro area, the US287/I25/US85 Corridor, and downstream of Greeley).

- g. Refine demands to be met by the Regional Concept: Based on the comparison of survey results to previous South Platte planning efforts, and input from the M&I Work Group, the Consultant team will develop various demand alternatives to be met by the Regional Concept. These demand alternatives may include "allocated demands" (current participant demands) and "unallocated demands" (potential future participant demands).
- h. Incorporate Subtask 1.2 results into other project tasks: The results of the above activities will be incorporated into the organizational analysis, Regional Concept refinement and modeling, water treatment, cost estimation, and outreach and education tasks.

Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies.

- a. Consultants will conduct an analysis of agricultural irrigation demands in Districts 1, 2, and 64, using SWSI, the BIP, and information from the Northeast Colorado Water Cooperative, existing research on Alternative Transfer Methods (ATMs), the South Platte Decisions Support System (SPDSS), and other relevant data. Information to be provided shall include specific water-short ditches, water-short augmentation plans, and other agriculturally-related water uses (broadly defined) that might benefit from increased supplies from the Regional Concept in concert with meeting demands of targeted municipal entities, as well as the frequency and degree to which these ditches, augmentation plans, and other uses are water short, to the extent known.
- b. Consultants will review the results of this analysis with irrigators in up to three meetings, to be convened with assistance from agricultural representatives on the Task Force (i.e. an Agricultural Work Group), and will revise the information produced in Subtask 1.3.a, as necessary, to reflect additional information generated through these meetings.
- c. Consultants will describe additional Regional Concept components and operational characteristics, if any, that would allow the Regional Concept to meet at least some unmet agricultural demands in Districts 1, 2, and/or 64. Further, consultants will summarize the extent and frequency with which unmet agricultural demands could be met by the Regional Concept, as it may be adjusted based on additional information. Information will be developed in such a way that can be easily incorporated into revised Regional Concept modeling (see Subtask 1.5). Potential Regional Concept components and operational characteristics will be reviewed by the Agricultural Work Group.
- d. Consultants will identify potential reaches or regions along the South Platte from which Concept water derived from ATMs and unused recharge credits could be generated and describe how water supplies derived from these sources could be stored, conveyed and utilized via the Regional Concept. Consultants will recommend additional work, if any, that could be conducted in the future to advance and catalyze a market for ATMs in association with the Regional Concept, as well as additional work needed to support inclusion of unused recharge credits into Concept water supplies.

Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands.

- a. Consultants will use methodological approaches described in the South Platte/Metro BIP, Appendix D, to determine environmental and recreational attributes most likely to benefit by being incorporated into the planning and development of the Regional Concept.
- b. Consultants will consider, specifically and at a minimum, the following environmental/recreational opportunities/needs:
 - i. Platte River Recovery Implementation Program considerations
 - ii. Wetland/riparian habitat value creation/enhancement
 - iii. Aquatic habitat creation/enhancement
 - iv. Potential mitigation opportunities to address negative impacts to identified environmental or recreational attributes that may arise due to construction and operation of the Regional Concept.



Last Update: January 9, 2018

Tasks

- c. Consultants will engage in up to three outreach meetings with environmental and recreational representatives. Environmental and recreational representatives will include members of the Roundtables, and other organizations identified by the Task Force and the environmental and recreational work group (E&R Work Group). The purpose of the outreach meetings is to identify environmental and recreational needs and opportunities to be considered, discuss data gaps and identify available data sources to fill those data gaps and to collaborate on implementation, outreach, and environmental permitting strategies that minimize environmental impacts and enhance environmental and recreational benefits. Based on outreach meetings, the Consultants will revise information developed as part of this Task to reflect additional information generated through these meetings.
- d. Consultants will describe additional Regional Concept components and operational characteristics, if any, that would allow the Concept to meet identified water demands associated with targeted environmental and recreational attributes.

Subtask 1.5 - Regional Concept Refinement and Re-modeling.

Consultants will use the existing Regional Concept spreadsheet model, including data sources used to support this model, for this subtask. Up to four potential refined Concepts will be developed and modeled. The re-modeling work will consider the following:

- a. Input from the grantee, collaborators, and Task Force;
- b. New information and refined understanding of demands derived from completion of Subtasks 1.2, 1.3, 1.4, and 2.1;
- c. Relevant existing information resources, especially that contained in the recently completed South Platte Storage Study, regarding location/operation of new storage capacity (above and below ground) that corresponds with the Concept's hypothetical storage "near Henderson", "near Kersey", "near Balzac", and "near Julesburg";
- d. Ways to maximize exchange potential to efficiently "re-position" water in the basin for beneficial use without contributing to permanent dry-up of currently irrigated land, in conjunction with direct conveyance by pipeline
- e. Potential to phase the concept, particularly in relation to the timing of demand projections gleaned from Subtasks 1.2, 1.3, 1.4, and 2.1 and to cost considerations to be illuminated as part of Subtask 2.2.

Grantee Deliverable:

Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options.

- a. Technical memorandum – Part 1 summarizing characteristics common to successful regional water management/development organizations/institutions. Consultants will produce this deliverable on a schedule that allows the information to be used in meetings envisioned as part of Subtasks 1.2, 1.3, and 1.4.
- b. Technical memorandum – Part 2 describing up to five types or models, with representative examples, of organizations/institutions capable of providing desired management capacity.

Subtask 1.2 - Technical Outreach: interviews with "targeted municipal entities" to refine understanding of demands and desirable characteristics of regional organization/institution.

- a. Compiled survey results: While remaining attuned to the need for discretion around any information that is proprietary or simply private, and to the extent advisable and consistent with good practice, consultants will prepare a summary and analysis of the compiled survey results.
- b. Technical memorandum comparing survey results to SPROWG analysis and comparable information along with a summary of demand alternatives that will be used for modeling in Subtask 1.5.

Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies.

Technical memorandum containing information described above for inclusion in the Final Report.



Last Update: January 9, 2018

Tasks
<p>Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands. Technical memorandum containing information described above for inclusion in the Final Report.</p> <p>Subtask 1.5 - Regional Concept Refinement and Re-modeling.</p> <ol style="list-style-type: none">Technical memorandum that describes key components of a refined/adjusted Regional Concept, how these components remain operationally linked, and new modeling resultsRevised Regional Concept spreadsheet model <p>CWCB Deliverable:</p>
<p>Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options.</p> <ol style="list-style-type: none">A summary of task results and findings in the Final Report.Inclusion of technical memorandum in the Final Report's appendices <p>Subtask 1.2 - Technical Outreach: interviews with "targeted municipal entities" to refine understanding of demands and desirable characteristics of regional organization/institution.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final Report.Inclusion of technical memorandum in the Final Report's appendices. <p>Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final Report.Inclusion of technical memorandum in the Final Report's appendices. <p>Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final Report.Inclusion of technical memorandum in the Final Report's appendices. <p>Subtask 1.5 - Regional Concept Refinement and Re-modeling.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final ReportInclusion of technical memoranda in the Final Report's appendices

Tasks
<p><u>Task 2 – Infrastructure Issues</u></p> <p>Description of Task: Certain infrastructure-related issues will be evaluated in this task. Specifically, water treatment strategies will be investigated and conceptual-level cost estimates (developed prior to this project) will be updated. The work will be conducted via the following subtasks.</p> <p>Subtask 2.1 – Water Treatment Strategies: identification and comparison. The intent of this subtask is to illuminate a spectrum of water treatment strategies, ranging from highly engineered approaches to minimally engineered approaches that rely instead on managed natural systems to the greatest degree possible to achieve water quality objectives. These objectives will be defined by consultants in consultation with the collaborators and the Task Force. Consultants will identify and analyze a range of up</p>



Last Update: January 9, 2018

Tasks

to five options, including conceptual-level costs, for addressing the water quality implications of the Regional Concept in both the near-term and longer-term.

Subtask 2.2 - Updated Cost Estimates. It is the intent of this subtask to develop updated, conceptual-level cost estimates of up to four alternatives of the Regional Concept, taking into account refinements to the configuration of the Regional Concept that may be made as part of Subtask 1.5 and building on existing Regional Concept cost analyses already performed by the applicant and collaborators. Based on Subtask 1.2 through 1.4 findings related to the timing of future water demands and refinements to the Regional Concept that may be completed as part of Subtask 1.5, consultants will also consider the cost implications of different approaches to phasing development of the Regional Concept.

Method/Procedure:

Subtask 2.1 – Water Treatment Strategies: identification and comparison.

Consultants will address in their analysis the relative benefits and costs of water quality treatment options spanning a broad spectrum of possible water quality treatment strategies, including:

- a. Treating water of typical South Platte River quality to known treatment standards using existing technologies and brine disposal strategies. For comparative purposes, this analysis might be viewed as the "baseline analysis" against which other strategies are compared.
- b. Treating water of typical South Platte River quality to known treatment standards using a combination of natural pre-treatment options such as surface water blending and aquifer filtration in concert with other engineered treatment technologies and brine disposal strategies.
- c. Treating water of typical South Platte River quality by developing a program to invest in non-point source reduction methods and strategies, potentially at multiple scales throughout the basin and focused on water quality constituents to be determined in consultation with the applicant, collaborators, and the Task Force. Consultants will give further consideration to how such a program could be combined with other strategies such as natural pre-treatment (see Subtask 2.1.b) and existing treatment technologies and brine disposal strategies (See Subtask 2.1.a), to achieve water quality objectives.

Subtask 2.2 - Updated Cost Estimates.

- a. Using the results of the refined Regional Concept modeling effort and original concept cost estimates as points of departure, consultants will develop estimated costs for each of the concept infrastructure components, taking into account any refinements to the configuration of the Regional Concept that may be made as part of Subtask 1.5. Treatment cost estimates will be included but presented separately due to likely disparities in the detail of understanding, even after completion of Subtask 2.1, of treatment infrastructure requirements in comparison with other Concept infrastructure elements. These disparities notwithstanding, consultants will make all reasonable efforts to ensure that cost estimates will be informed by information developed in Subtask 2.1.
- b. Cost estimates will include design and construction costs for each element, operational and maintenance costs, and projections of likely permitting costs.
- c. Cost estimates will normalize costs on an acre-foot basis for comparison to other water supply options.
- d. Cost estimates will consider how development of the Regional Concept could be phased to remain responsive to changing demands over time. Conversely, cost estimates will consider scale economies that may be achieved over the Concept's lifecycle by developing portions of the Regional Concept in advance of projected need.

Grantee Deliverable: (Describe the deliverable the grantee expects from this task)



Last Update: January 9, 2018

Tasks
Subtask 2.1 – Water Treatment Strategies: identification and comparison. Technical memorandum that describes each option included in the evaluation and compares costs and relative feasibility of all options.
Subtask 2.2 - Updated Cost Estimates. Technical memorandum summarizing cost estimation methods and findings.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Subtask 2.1 – Water Treatment Strategies: identification and comparison. a. A summary of task results and findings for inclusion in the Final Report. b. Inclusion of technical memorandum in the Final Report's appendices.
Subtask 2.2 - Updated Cost Estimates. a. A summary of task results and findings for inclusion in the Final Report. b. Inclusion of the technical memorandum in the Final Report's appendices.

Tasks
<u>Task 3 – Communication and Reporting</u>
Description of Task: The focus of this task will be on the development of tools for communicating the benefits of the concept and the results of the analyses. The following two subtasks will be conducted in this task. Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation. The intent of this subtask is to plan for and support outreach and educational actions needed to deepen and broaden understanding of the Regional Concept and its potential benefits. Consultants will deploy relevant public relations and communication expertise to work with the applicant, collaborators, and the Task Force to develop and, as resources permit, implement an outreach and education plan to complement and broaden outreach/education benefits derived through Subtask 4.1 and Subtasks 1.2, 1.3, and 1.4. The precise purposes, and therefore content, of this Regional Concept Outreach and Education Plan will be developed through this initial consultative process. Subtask 3.2 – Final Report. It is the intent of this subtask is to report on work and relevant work products associated with Tasks 1 through 4. Consultants will prepare a final report that summarizes options and information generated by this project in an executive summary and organizes task-specific technical memorandum into appendices to the report.
Method/Procedure: Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation. In addition to working closely with the applicant, collaborators, and the Task Force, consultants will use existing outreach and communication resources that have been developed to support Statewide and Roundtable-specific water-related outreach and education activities, such as the southplattebasin.com website, mailing lists and calendars, to develop and support implementation of the Regional Concept Outreach and Education Plan. This Plan will include key messages, roles and responsibilities, budget, and schedule. It will be coordinated with the Advisory Committee and Task Force. To the extent budget and schedule limitations allow, consultants will engage Roundtable members and other interested South Platte Basin Stakeholders to help implement Outreach and Educational actions identified in the Plan. Subtask 3.2 – Final Report.



Last Update: January 9, 2018

Tasks
<ul style="list-style-type: none"> a. Develop an executive summary and final report summarizing the findings of this project, including technical memorandum in appendices as applicable. b. Provide initial documentation to the Grantee and Task Force for their review and incorporate comments as necessary.
Grantee Deliverable:
<p>Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation.</p> <ul style="list-style-type: none"> a. Outreach and education plan and, to the extent resources allow, its implementation b. Consultant will compile copies of meeting agendas, content, mailing list, sign in sheets and other documentation or e-mail inquiries relating to the Regional Concept. <p>Subtask 3.2 – Final Report. Final Report with appendices</p>
CWCB Deliverable:
<p>Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation.</p> <ul style="list-style-type: none"> a. A summary of task results and findings for inclusion in the Final Report. b. Inclusion of the plan in the Final Report's appendices. <p>Subtask 3.2 – Final Report. Final Report with appendices</p>

Tasks
<u>Task 4 – Project Coordination and Management</u>
Description of Task:
<p>Collaboration with the Task Force (and associated subgroups) to obtain feedback and direction as well as project management activities will be conducted under this task. Subtasks include the following:</p> <p>Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it. The intent of this Subtask is to ensure sufficient resources remain available, beyond those that have been expended thus far, to organize, convene, and support the Regional Concept Task Force ("Task Force"), whose purposes generally are to:</p> <ul style="list-style-type: none"> a. Collaborate on a work plan and funding proposal to support the next phase of work on the Regional Concept, thereby building on Regional Concept work completed over the past two and half years by the applicant and collaborators. b. Participate in a process, to be designed and led by the grantee, by which proposals for professional consulting services to execute the work plan will be solicited and selected. c. Review consultant work products and advise on the overall pace and trajectory of the work plan and project results. d. Help broaden and deepen public understanding of the Regional Concept by functioning as a principal forum for engaging other interested organizations and individuals who will be identified in part through a coordinated public education and outreach effort to be developed in partnership with the grantee, collaborators, and professional consultants selected to support this next phase of work on the Regional Concept (see Subtask 3.1). <p>The Task Force is a newly formed group consisting, at present, of Metro and South Platte Basin Roundtable members, water resource professionals (including the grantee and collaborators), and other stakeholders in the Basin. The Task Force was established for expanding the circle of people working to further develop and refine the Regional Concept. As such, the Task Force's present efforts and future work is intended to help amplify investment over the past two and half years by the applicant and</p>



Last Update: January 9, 2018

Tasks

collaborators in work to formulate and preliminarily model and evaluate the Regional Concept. Subtask 4.1 is specifically envisioned to span the period from April 1, 2018, when initial steps were undertaken to organize the Task Force, to that future date on which the proposed Water Activity will be complete, thereby encompassing several months of Subtask 4.1-related work completed prior to the anticipated December 31 contract execution date for the proposed Water Activity. Cash and in-kind expenditures by the applicant and collaborators during this period are proposed as match, since these expenditures have constituted the sole means of support provided to the Task Force.

Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation. Grant administration capacity will be necessary to ensure the applicant can fulfill all grant reporting, invoicing, and liaison obligations to the CWCB and to the Metro and South Platte Roundtables that may be required as conditions of grant agreements between the applicant and these granting organizations. In addition, project management capacity will be necessary to manage and coordinate a team of consultants with diverse expertise and employed by several independent firms to adequately address all tasks. Finally, overall project facilitation capacity will be needed to support the applicant, collaborators, and the Task Force in their work with consultants and to ensure decisions regarding overall project coordination and strategic direction are made in a timely and inclusive manner that is responsive to the needs of the project, its beneficiaries, and other stakeholders. This project facilitation function will be additive, rather than identical or duplicative, to the convening and facilitation functions envisioned as part of Subtask 4.1.

Method/Procedure:

Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it

The grantee and collaborators already have taken steps to organize and empanel the Task Force. Beginning in April 2018, the grantee and collaborators planned for and later hosted, in May, two educational workshops for Metro and South Platte Basin Roundtable members and other South Platte Basin Stakeholders and encouraged workshop attendees to consider participating in the work of the Task Force. The grantee and collaborators also extended additional invitations to participate on the Task Force to various other audiences to whom background presentations on the Regional Concept were made in May and June 2018. In response to these initial invitations, over 30 individuals representing over 30 different entities agreed to participate on the Task Force, and three meetings have been convened to date.

The grantee, collaborators, and initial Task Force members will continue efforts to broaden the Task Force's membership through additional education and outreach (see Subtasks 1.2, 1.3, and 4.1 and Subtask 3.1). Six meetings of the Task Force will be held over the duration of the Water Activity for purposes of reviewing consultant work products and related matters.

An Advisory Committee will be formed from a subset of Task Force members to provide more focused feedback and direction to the consulting team. The Advisory Committee and consulting team will meet (either in person or by teleconference) up to six times during the Water Activity.

Three Work Groups will be formed from Task Force members to provide specialized assistance to the consultants in Subtasks 1.2, 1.3, and 1.4. The Work Groups will include members with expertise in Municipal/Industrial, Agricultural and Environmental/Recreational issues, respectively, and will focus on outreach and evaluation of demand and other information obtained from the different user groups. Specific activities associated with the Work Groups are described in Subtasks 1.2, 1.3, and 1.4.

Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation

- a. The grantee will be principally responsible for grant administration (i.e., reporting to CWCB and Roundtables, invoicing, overall communication and coordination), with assistance from consultants.



Last Update: January 9, 2018

Tasks
<p>b. Consultants will designate a primary consultant with responsibility for management of subcontractors, invoicing, providing progress reports, engaging and interacting with the applicant, collaborators, and the Task Force, and otherwise managing the project to successful conclusion. Note: this task envisions up to three consultant presentations to the CWCB, the Metro and South Platte Basin Roundtables, and/or other relevant groups. This task also envisions being responsive to communication/outreach needs/opportunities as they arise, within reason and limitations of budget and schedule, by working with the applicant, collaborators, and the Task Force to determine which needs/opportunities to address and how best to address them as they arise. Ideally, the Outreach and Education Plan provided for by Subtask 3.1 will serve as a source of guidance with respect to which outreach/education opportunities should be addressed in what manner. There nevertheless likely will be a period time before the Subtask 3.1 plan is complete when communication outreach needs/opportunities could present themselves, thereby underscoring the desirability for consultants to have strong communication capacity at their disposal from the inception of the project.</p>
<p>Grantee Deliverable:</p> <p>Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it</p> <p>The Task Force is a principal means by which the grantee and collaborators seek to broaden and deepen understanding of the Regional Concept and broaden and deepen participation in efforts to refine it. Therefore, the grantee's deliverable for this task will be a Task Force that has met regularly over the duration of the grant period (schedule to be determined) and which has contributed meaningfully to the refinement of the Regional Concept and to efforts to help others who may not be as familiar with the Regional Concept to understand its potential benefits as an alternative to other sources of water supply, especially supplies secured through permanent transfer of water from irrigated agriculture to other beneficial uses. This deliverable will be measured by notes, handouts, presentations, and meeting summaries (as may be needed) to support the Task Force's and Advisory Committee's work over the course of six meetings for each group, respectively, over the duration of the proposed Water Activity.</p> <p>Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation</p> <p>Consultants will develop a brief project management plan. This project management plan will describe how project management responsibilities will be divided between the consultant, sub-contractors, and the grantee. This plan will also address QA/QC and overall project schedule, including a schedule for submittal of draft reports and associated draft documents needed to support the grantee's reporting obligations to the CWCB. Finally, this plan will offer consultants' view on how best to maintain the Water Activity's overall strategic direction, with appropriate deference to the original thinking that animated early efforts to formulate and evaluation the Regional Concept.</p>
<p>CWCB Deliverable:</p> <p>Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it</p> <p>The CWCB's deliverable will consist of an invitation to continue its participation on the Task Force and Advisory Committee, along with associated agendas, notes, handouts, and presentations supporting the work. In addition, a description of Task Force members, meetings, and functions will be provided in the Final Report.</p> <p>Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation</p> <p>Same as Grantee Deliverable</p>



Last Update: January 9, 2018

Budget and Schedule

Exhibit B - Budget and Schedule: This Statement of Work shall be accompanied by a combined [Budget and Schedule](#) that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in [excel format](#). A separate [excel formatted](#) Budget is required for engineering costs to include rate and unit costs.

Reporting Requirements

Progress Reports: The grantee shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues. The CWCB may withhold reimbursement until [satisfactory progress reports](#) have been submitted.

Final Report: At completion of the project, the grantee shall provide the CWCB a Final Report on the grantee's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

Payments

Payment will be made based on actual expenditures, must include invoices for all work completed and must be on grantee's letterhead. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

The CWCB will pay the last 10% of the [entire](#) water activity budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the water activity and purchase order or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to CWCB within 90 days of the expiration of a purchase order or contract may be denied consideration for future funding of any type from CWCB.

Performance Requirements

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Grant Guidelines, the CWCB will pay out the last 10% of the budget when the final deliverable is completed to the satisfaction of CWCB staff. Once the final deliverable has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per the Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per the Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

Last Update: July 31, 2018

Colorado Water Conservation Board

Water Supply Reserve Fund**EXHIBIT B - BUDGET AND SCHEDULE - Direct & Indirect (Administrative) Costs**

Date: December 13, 2018

Water Activity Name: South Platte Regional Water Development Concept Pre-Feasibility Study

Grantee Name: Lower South Platte Water Conservancy District

<u>Task No.</u> ⁽¹⁾	<u>Description</u>	<u>Start Date</u> ⁽²⁾	<u>End Date</u>	<u>Matching Funds</u> (cash & in-kind) ⁽³⁾	<u>WSRF Funds</u> (Basin & Statewide combined) ⁽³⁾	<u>Total</u>
1	Concept Refinement	2/26/2019	06/30/0222	\$25,000	#REF!	#REF!
2	Infrastructure Issues	4/1/2019	06/30/2022	\$10,000	#REF!	#REF!
3	Communication and Reporting	3/1/2019	06/30/2022	\$10,000	#REF!	#REF!
4	Project Coordination and Management	2/26/2019	06/30/2022	\$75,000	#REF!	#REF!
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total				\$120,000	#REF!	#REF!

(1) The single task that include costs for Grant Administration must provide a labor breakdown (see Indirect Costs tab below) where the total WSRF Grant contribution towards that task does not exceed 15% of the

(2) Start Date for funding under \$100K - 45 Days from Board Approval; Start Date for funding over \$100K - 90 Days from Board Approval.

(3) Round values up to the nearest hundred dollars.

- Additional documentation providing a Detailed/Itemized Budget may be required for contracting. Applicants are encouraged to coordinate with the CWCBC Project Manager to determine specifics.
- Reimbursement eligibility commences upon the grantee's receipt of a Notice to Proceed (NTP)
- NTP will not be accepted as a start date. Project activities may commence as soon as the grantee enters contract and receives formal signed State Agreement.

The CWCB will pay the last 10% of the entire water activity budget when the Final Report is completed to the satisfaction of the CWCB staff project manager. Once the Final Report has been accepted, the final

- Additionally, the applicant shall provide a progress report every 6 months, beginning from the date of contract execution

EXHIBIT C, OPTION LETTER (SAMPLE)

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter Number
Grantee Lower South Platte Water Conservancy District 100 Broadway Plaza, Suite 12 Sterling, CO 80751	Original Agreement Number CMS#125998 CTGGI 2019-2922
Current Agreement Maximum Amount (Initial Term)	Option Agreement Number
	Agreement Performance Beginning Date
	Current Agreement Expiration Date


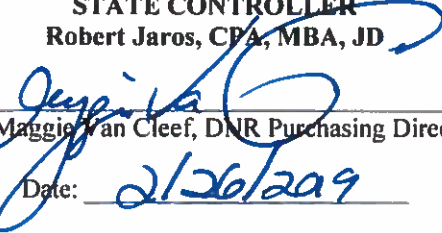
1. **OPTIONS:**
 - A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
 - A. **For use with Option 1(A):** In accordance with Section 2.C., of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning _____ and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
 - A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Colorado Water Conservation Board</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Option Effective Date: _____</p>
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GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCBC) 1313 Sherman St, Room 718 Denver, CO 80203	Grant Amount Total for Grant Term: \$350,000
Grantee Lower South Platte Water Conservancy District 100 Broadway Plaza, Suite 12 Sterling, CO 80751	Agreement Number CMS#125998 CTGG1 2019-2922
Grant Issuance Date The later of 02/15/19 or the date the State Controller or an authorized delegate signs this Grant Agreement. Grant Expiration Date: 6/30/2022	
Grant Project Name South Platte Regional Water Development Concept Feasibility Grant Purpose A detailed investigation & evaluation of a regional, multi-purpose, multi-benefit water development concept for the South Platte Basin via the South Platte Regional Water Development Concept Feasibility Study.	Local Match Total Match for Grant Term: \$120,000

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Robert D. Randall, Executive Director</p> <p>By:  By: Greg Johnson, Section Chief Colorado Water Conservation Board</p> <p>Date: 12/19/18</p>	<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  By: Maggie Van Cleef, DNR Purchasing Director</p> <p>Date: 2/26/2019</p>
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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, shall have the option to extend the performance under this Grant Award Letter beyond the Initial Term for a period, or for successive periods, of one (1) year or less under the same terms specified in the Grant Award Letter (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit C**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

Colorado Revised Statutes (CRS) §39-29-109(2)(c), §37-75-104(2)(c) and §37-75-102 et al., and Senate Bill 06-179 adopted by the 2006 General Assembly, and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **"Exhibits"** means the following exhibits attached to this Grant Award Letter:
 - i. **Exhibit A**, Statement of Work
 - ii. **Exhibit B**, Budget and Schedule
 - iii. **Exhibit C**, Sample Option Letter
- I. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an Option Letter (see Exhibit C).
- J. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. **"Matching Funds"** means the funds provided by Grantee as a match required to receive the Grant Funds.
- M. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- N. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- O. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- P. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Q. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- R. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- S. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- T. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The Lower South Platte Water Conservancy District (LSPWCD) support the efforts of the Regional Concept Task Force to continue detailed investigation and evaluation of a regional, multi-purpose, multi-benefit water development concept for the South Platte Basin via the South Platte Regional Water Development Concept Feasibility Study.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal

year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

8. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §7D, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available

at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

For the State:

Russell Sands, Project Manager
Colorado Water Conservation Board
1313 Sherman Street, Suite 718
Denver, CO 80203
Russ.Sands@state.co.us
303-866-3441

For Grantee:

Joe Frank, General Manager
Lower South Platte Water Conservancy Dist.
100 Broadway Plaza, Suite 12
Sterling, CO 80751
jmfrank@spwcd.org
970-552-1378

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of

and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter

established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the Grant Award Letter.
- ii. Exhibit A, Statement of Work
- iii. Exhibit B, Budget,
- iv. Exhibit C, Option Letter

Option Letters or amendments shall have priority in the area that they modify.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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Last Update: January 9, 2018

Colorado Water Conservation Board	
Water Supply Reserve Fund	
Exhibit A - Statement of Work	
Date:	December 14, 2018
Water Activity Name:	South Platte Regional Water Development Concept Pre-Feasibility Study
Grant Recipient:	Lower South Platte Water Conservancy District (LSPWCD)
Funding Source:	Water Supply Reserve Fund – Statewide & Metro/South Platte Basin Accounts
Water Activity Overview:	
<p>In partnership with municipal and agricultural collaborators, LSPWCD seeks WSRF support to continue detailed investigation and evaluation of a regional, multi-purpose, multi-benefit water development concept for the South Platte Basin. This "Regional Concept" embodies Colorado's water values (Colorado's Water Plan, Chap. 10) and builds upon approaches outlined in the South Platte/Metro BIP (Chap. 4.6.2).</p> <p>The Regional Concept envisions multiple storage facilities and additional conveyance capacity strategically positioned throughout the Basin and operationally linked. This infrastructure network would store unappropriated native flow, reusable supplies, water derived from ATMs, and excess augmentation plan water in portions of the Basin where water is most available. This "Concept water" then would be delivered, either directly or by exchange, to specified "demand gateways" to meet diverse municipal, agricultural, environmental and recreational demands.</p> <p>The proposed Water Activity will advance applicant's and collaborators' prior conceptual-level analyses by answering important outstanding questions regarding:</p> <ul style="list-style-type: none">• an organizational structure for the concept;• development of more precise demand estimates for municipal, agricultural, and environmental purposes by engaging water managers;• refinements to the Regional Concept based on end-user needs;• identification of water quality challenges and potential solutions;• potential project cost estimates.	
Objectives:	
<p>The proposed water activity for which WSRF funds are sought will achieve the following five objectives:</p> <ul style="list-style-type: none">• Refine understanding of specific municipal, agricultural, and environmental/recreational water supply demands (e.g., timing, amount, location, quality) the Regional Concept could meet, and at what cost.• Refine understanding of options for optimizing operations of the envisioned linked infrastructure network and how its development might be phased as demands materialize to produce the most benefits in the most efficient way.• Develop options for an organizational or institutional structure best suited to support development and operation of a regional water development concept capable of delivering benefits broadly.• Develop an outreach and education plan to facilitate broad and sophisticated public understanding of the Regional Concept and its benefits.• Position the Regional Concept by the end of 2019 for serious consideration about whether and how it will be implemented.	



Last Update: January 9, 2018

Tasks
Provide a detailed description of each task using the following format:
<u>Task 1 – Concept Refinement</u>
Description of Task:
<p>The Regional Concept will be refined in this task via a process in which governance preferences and water demands of potential municipal, agricultural, and environmental partners will be explored, alternative viable governance structures will be identified, and alternative Concept infrastructure and operational scenarios will be developed and modeled. Subtasks within this overall task are described below:</p> <p>Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options. The intent of this subtask is to develop information that can inform and support future consideration by the Task Force and other appropriate entities of an organizational framework/institutional structure best suited to support development and operation of the Regional Concept. Conversely, it is not the intent of this subtask for consultants to develop a specific recommendation regarding a particular organizational/institutional type or model, since the goal is to produce an evaluation of relative strengths and weaknesses of different institutional/organizational types and models to inform future discussion. Accordingly, consultants will work with the grantee, collaborators, and the Task Force to identify, describe and analyze different types or models of organizations/institutions capable of supporting the development, operation, financing, ownership, and governance of the Regional Concept, provide examples of each, and evaluate their relative strengths and weaknesses.</p> <p>Subtask 1.2 - Technical Outreach: interviews with “targeted municipal entities” to refine understanding of demands and desirable characteristics of regional organization/institution. The intent of this subtask is to improve current understanding of municipal demands that might be served by the Regional Concept, deepen and broaden understanding of the Regional Concept among potential municipal and industrial participants/end-users/beneficiaries, gather information to inform work to be performed to complete Subtask 1.1 and Subtask 1.5, and illuminate entities that will potentially drive future Regional Concept development. Consultants will hold informational meetings to inform and educate a wide range of municipal entities, special districts, rural domestic water supply organizations, and other similar organizations operating in regions of the South Platte Basin likely to experience high rates of growth in future water demand. Consultant will develop and execute an on-line survey to gather information related to characteristics of future water demands, preferences regarding governance, public outreach concerns, and other relevant information. Based on information obtained from the web-based survey, Task Force members, and the M&I Work Group, Consultant will develop a set of demand alternatives for the Regional Concept to meet the identified needs of potential project participants.</p> <p>Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies. The intent of this subtask is to refine current understanding of agricultural demands and supplies that might be served by and contribute to the Regional Concept, deepen and broaden understanding of the Regional Concept among potential participants/end-users/beneficiaries, and gather information to support completion of Subtask 1.1. Consultants will characterize currently unmet and future unmet agricultural demands in Districts 1, 2, and 64 at a sufficiently detailed level of detail to make determinations about whether and how Concept water not used by targeted municipal entities could be used to offset at least some unmet agricultural demands. Consultants will also characterize how Concept water derived from ATMs and unused recharge credits could be made available for use by the Regional Concept in ways mutually beneficial to irrigators and other Regional Concept beneficiaries.</p> <p>Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands. The intent of this subtask is to refine current understanding of environmental and recreational attributes and associated water supply needs that might be served by the Regional Concept, deepen and broaden understanding of</p>



Last Update: January 9, 2018

Tasks

the Regional Concept among stakeholders interested in advancing regionally important environmental and recreational water-related objectives, gather information to support completion of Subtask 1.1, and create cooperative long-term dialog among project partners related to environmental and recreational demands. Consultants will identify and describe environmental and recreational attributes and associated water demands that could be met by Regional Concept operations, or otherwise addressed in the configuration, design, and construction of the Regional Concept.

Subtask 1.5 - Regional Concept Refinement and Re-modeling. It is the intent of this subtask to provide resources to adjust/refine the Regional Concept's infrastructure configuration to reflect further consideration of existing and new information, including that provided by the 2018 South Platte Storage Study, that derived from Subtasks 1.2, 1.3, 1.4, and 2.1, and other information sources. Should consultants, after consulting with the applicant, collaborators, and the Task Force, determine that such adjustments/refinements are advisable, consultants will make adjustments/refinements to the Regional Concept and re-model its capacity to meet projected municipal, agricultural and environmental/recreational demands. As part of this analysis and decision-process, consultants should consider how construction of the Regional Concept's various discrete infrastructure elements could be phased to remain responsive to changes in demands that may occur over time. Within the limitations of budget and schedule, consultants will offer recommendations regarding preferred locations and capacities of discrete infrastructure components.

Method/Procedure:

Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options. For ease of communication, the development, operation, financing, ownership, and governance of the Regional Concept is referred to as "desirable management capacity" and work associated with this subtask is referred to as "desirable management capacity analysis" for the purposes of this Statement of Work. The analysis will involve the following methods/procedures:

- a. Consultants will identify, describe, and analyze up to five types or models, with representative examples, of organizations/institutions capable of providing desirable management capacity. Consultants will consider organizations/institutions currently in existence and functioning in Colorado, as well as those elsewhere in the United States, drawing upon relevant information from literature, interviews/phones calls, and direct experience. Consultants also will consider whether and how existing Colorado-based organizations/institutions could be expanded or altered to provide desirable management capacity. Finally, consultants will consider whether any given organization/institution (e.g., new, existing, or some hybrid) might be phased in over time as components of the Regional Concept are developed in response to growing demand. At a minimum, for each example of an organizational/institutional type or model, the requested analysis should provide the following information (to the extent applicable):
 - i. organizational/institutional mission/function
 - ii. organizational/institutional history, including principal reason(s) for creation
 - iii. service area
 - iv. principal assets, if any
 - v. legal authorities
 - vi. budget history and revenue mechanism(s)
 - vii. governance/decision-making processes
 - viii. organizational chart
 - ix. nature and quality of relationship to general and special purpose governments that may deliver services/govern within service area
 - x. significant adaptations to changing circumstances experienced over life of organization/institution and how these adaptations have been addressed by those in decision-making capacities
 - xi. phasing considerations



Last Update: January 9, 2018

Tasks

- b. Consultants will distill characteristics of organizational function and form common to successful regional water organizations/institutions, and report on findings as an early deliverable of this subtask. Information contained in this early deliverable will be used to inform preparation of a series of questions to be asked of potential participants/end-users/beneficiaries of Regional Concept water (hereinafter "targeted municipal entities") during focused technical outreach that is envisioned as part of Subtask 1.2, as well as outreach conducted to ascertain better information regarding demands envisioned as part of Subtasks 1.3 and 1.4. Questions will be designed to elicit information from potential participants/end users/beneficiaries regarding "desirable management capacity" characteristics they would value most in an organization designed to implement the Regional Concept and with which they may one-day partner.
- c. Consultants will rank (e.g., high, medium, low) each identified organizational/institutional type or model based on criteria to be developed in consultation with applicant, collaborators, and the Task Force. Example criteria may include: relative ease of establishment, relative consistency with existing organizations/institutions, relative efficiency of operations, relative transparency of governance structure/processes; and degree with which a given organizational/institutional type or model reflects preferences gleaned from discussions envisioned as parts of Subtasks 1.2, 1.3, and 1.4.
- d. Consultants will include summary tables that allow easy comparisons between identified organizational/institutional types or models, with examples being used to help illuminate points of comparison and contrast. Relative ranking of organizational/institutional types or models, using criteria to be identified, should be provided in a side-by-side comparative table. For ease of use and comprehension, description of each option shall be limited to two to three pages.

Subtask 1.2 - Technical Outreach: interviews with "targeted municipal entities" to refine understanding of demands and desirable characteristics of regional organization/institution.

Consultants will:

- a. Identify potential partners: Develop a list of potential partners (including municipal entities, special districts, rural domestic water supply organizations, and other similar organizations) within the project area (the Denver metro area, the US 287/I25/US85 Corridor, and downstream of Greeley) likely to experience high rates of growth in future water. Consulting team will work with a municipal/industrial work group (M&I Work Group) (a subset of the Task Force) to refine the list and help identify individuals within target organizations to contact.
- b. Craft a set of promotional messages: The Consultant team will work with the M&I Work Group to identify key project benefits and outreach messages for potential partners. The development of compelling explanatory materials to support outreach to potential partners will be performed as part of Subtask 3.1. The explanatory materials will be used to publicize an informational meeting tailored to potential partners.
- c. Hold up to two informational meetings: Appropriate Task Force members (i.e., those having relationships with specific potential partners) will reach out to potential partners to encourage attendance at up to two informational meetings. Two informational meetings are assumed for budgeting and scoping purposes, but it is possible that only one meeting will be needed. The informational meeting(s) will describe the history, urgency, necessity, and the potential benefits of the concept; the work that will be done in the coming year; the types of information we will be seeking from potential partners, and the vision for developing the project in the future.
- d. Conduct an on-line survey to gather information: An on-line survey will be developed and distributed to potential partners to gather information on characteristics of future water demands, preferences regarding governance, public outreach concerns, etc. A key goal of the survey will be to gage the interest of potential partners and identify those warranting follow-up contacts or meetings.
- e. Follow up on the survey: The results and level of participation on the survey will be evaluated. Based on the information and level of detail received from survey respondents, it may be necessary to reach out to potential partners for follow up. Follow up meetings will be conducted by the Consultant in collaboration with members of the M&I Work Group. Up to 10 follow up meetings may be conducted by the Consultant.
- f. Evaluate and compare information obtained from the survey with assumptions originally used to formulate the Regional Concept: Demand information compiled from the survey responses will be



Last Update: January 9, 2018

Tasks

compared with the original Regional Concept analysis (conducted by the South Platte Regional Opportunities Working Group or "SPROWG"), as well as comparable information available through SWSI, SPSS, and other sources, to evaluate the degree to which survey results reflect overall projected demands within the three targeted geographies (the Denver metro area, the US287/I25/US85 Corridor, and downstream of Greeley).

- g. Refine demands to be met by the Regional Concept: Based on the comparison of survey results to previous South Platte planning efforts, and input from the M&I Work Group, the Consultant team will develop various demand alternatives to be met by the Regional Concept. These demand alternatives may include "allocated demands" (current participant demands) and "unallocated demands" (potential future participant demands).
- h. Incorporate Subtask 1.2 results into other project tasks: The results of the above activities will be incorporated into the organizational analysis, Regional Concept refinement and modeling, water treatment, cost estimation, and outreach and education tasks.

Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies.

- a. Consultants will conduct an analysis of agricultural irrigation demands in Districts 1, 2, and 64, using SWSI, the BIP, and information from the Northeast Colorado Water Cooperative, existing research on Alternative Transfer Methods (ATMs), the South Platte Decisions Support System (SPDSS), and other relevant data. Information to be provided shall include specific water-short ditches, water-short augmentation plans, and other agriculturally-related water uses (broadly defined) that might benefit from increased supplies from the Regional Concept in concert with meeting demands of targeted municipal entities, as well as the frequency and degree to which these ditches, augmentation plans, and other uses are water short, to the extent known.
- b. Consultants will review the results of this analysis with irrigators in up to three meetings, to be convened with assistance from agricultural representatives on the Task Force (i.e. an Agricultural Work Group), and will revise the information produced in Subtask 1.3.a, as necessary, to reflect additional information generated through these meetings.
- c. Consultants will describe additional Regional Concept components and operational characteristics, if any, that would allow the Regional Concept to meet at least some unmet agricultural demands in Districts 1, 2, and/or 64. Further, consultants will summarize the extent and frequency with which unmet agricultural demands could be met by the Regional Concept, as it may be adjusted based on additional information. Information will be developed in such a way that can be easily incorporated into revised Regional Concept modeling (see Subtask 1.5). Potential Regional Concept components and operational characteristics will be reviewed by the Agricultural Work Group.
- d. Consultants will identify potential reaches or regions along the South Platte from which Concept water derived from ATMs and unused recharge credits could be generated and describe how water supplies derived from these sources could be stored, conveyed and utilized via the Regional Concept. Consultants will recommend additional work, if any, that could be conducted in the future to advance and catalyze a market for ATMs in association with the Regional Concept, as well as additional work needed to support inclusion of unused recharge credits into Concept water supplies.

Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands.

- a. Consultants will use methodological approaches described in the South Platte/Metro BIP, Appendix D, to determine environmental and recreational attributes most likely to benefit by being incorporated into the planning and development of the Regional Concept.
- b. Consultants will consider, specifically and at a minimum, the following environmental/recreational opportunities/needs:
 - i. Platte River Recovery Implementation Program considerations
 - ii. Wetland/riparian habitat value creation/enhancement
 - iii. Aquatic habitat creation/enhancement
 - iv. Potential mitigation opportunities to address negative impacts to identified environmental or recreational attributes that may arise due to construction and operation of the Regional Concept.



Last Update: January 9, 2018

Tasks

- c. Consultants will engage in up to three outreach meetings with environmental and recreational representatives. Environmental and recreational representatives will include members of the Roundtables, and other organizations identified by the Task Force and the environmental and recreational work group (E&R Work Group). The purpose of the outreach meetings is to identify environmental and recreational needs and opportunities to be considered, discuss data gaps and identify available data sources to fill those data gaps and to collaborate on implementation, outreach, and environmental permitting strategies that minimize environmental impacts and enhance environmental and recreational benefits. Based on outreach meetings, the Consultants will revise information developed as part of this Task to reflect additional information generated through these meetings.
- d. Consultants will describe additional Regional Concept components and operational characteristics, if any, that would allow the Concept to meet identified water demands associated with targeted environmental and recreational attributes.

Subtask 1.5 - Regional Concept Refinement and Re-modeling.

Consultants will use the existing Regional Concept spreadsheet model, including data sources used to support this model, for this subtask. Up to four potential refined Concepts will be developed and modeled. The re-modeling work will consider the following:

- a. Input from the grantee, collaborators, and Task Force;
- b. New information and refined understanding of demands derived from completion of Subtasks 1.2, 1.3, 1.4, and 2.1;
- c. Relevant existing information resources, especially that contained in the recently completed South Platte Storage Study, regarding location/operation of new storage capacity (above and below ground) that corresponds with the Concept's hypothetical storage "near Henderson", "near Kersey", "near Balzac", and "near Julesburg";
- d. Ways to maximize exchange potential to efficiently "re-position" water in the basin for beneficial use without contributing to permanent dry-up of currently irrigated land, in conjunction with direct conveyance by pipeline
- e. Potential to phase the concept, particularly in relation to the timing of demand projections gleaned from Subtasks 1.2, 1.3, 1.4, and 2.1 and to cost considerations to be illuminated as part of Subtask 2.2.

Grantee Deliverable:

Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options.

- a. Technical memorandum – Part 1 summarizing characteristics common to successful regional water management/development organizations/institutions. Consultants will produce this deliverable on a schedule that allows the information to be used in meetings envisioned as part of Subtasks 1.2, 1.3, and 1.4.
- b. Technical memorandum – Part 2 describing up to five types or models, with representative examples, of organizations/institutions capable of providing desired management capacity.

Subtask 1.2 - Technical Outreach: interviews with "targeted municipal entities" to refine understanding of demands and desirable characteristics of regional organization/institution.

- a. Compiled survey results: While remaining attuned to the need for discretion around any information that is proprietary or simply private, and to the extent advisable and consistent with good practice, consultants will prepare a summary and analysis of the compiled survey results.
- b. Technical memorandum comparing survey results to SPROWG analysis and comparable information along with a summary of demand alternatives that will be used for modeling in Subtask 1.5.

Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies.

Technical memorandum containing information described above for inclusion in the Final Report.



Last Update: January 9, 2018

Tasks
<p>Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands. Technical memorandum containing information described above for inclusion in the Final Report.</p> <p>Subtask 1.5 - Regional Concept Refinement and Re-modeling.</p> <ol style="list-style-type: none">Technical memorandum that describes key components of a refined/adjusted Regional Concept, how these components remain operationally linked, and new modeling resultsRevised Regional Concept spreadsheet model <p>CWCB Deliverable:</p>
<p>Subtask 1.1 - Organizational Framework/Institutional Structure: identification and analysis of options.</p> <ol style="list-style-type: none">A summary of task results and findings in the Final Report.Inclusion of technical memorandum in the Final Report's appendices <p>Subtask 1.2 - Technical Outreach: interviews with "targeted municipal entities" to refine understanding of demands and desirable characteristics of regional organization/institution.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final Report.Inclusion of technical memorandum in the Final Report's appendices. <p>Subtask 1.3 - Refine Understanding of Agricultural Demands and Supplies.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final Report.Inclusion of technical memorandum in the Final Report's appendices. <p>Subtasks 1.4 - Refine Understanding of Environmental and Recreational Demands.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final Report.Inclusion of technical memorandum in the Final Report's appendices. <p>Subtask 1.5 - Regional Concept Refinement and Re-modeling.</p> <ol style="list-style-type: none">A summary of task results and findings for inclusion in the Final ReportInclusion of technical memoranda in the Final Report's appendices

Tasks
<p><u>Task 2 – Infrastructure Issues</u></p> <p>Description of Task: Certain infrastructure-related issues will be evaluated in this task. Specifically, water treatment strategies will be investigated and conceptual-level cost estimates (developed prior to this project) will be updated. The work will be conducted via the following subtasks.</p> <p>Subtask 2.1 – Water Treatment Strategies: identification and comparison. The intent of this subtask is to illuminate a spectrum of water treatment strategies, ranging from highly engineered approaches to minimally engineered approaches that rely instead on managed natural systems to the greatest degree possible to achieve water quality objectives. These objectives will be defined by consultants in consultation with the collaborators and the Task Force. Consultants will identify and analyze a range of up</p>



Last Update: January 9, 2018

Tasks

to five options, including conceptual-level costs, for addressing the water quality implications of the Regional Concept in both the near-term and longer-term.

Subtask 2.2 - Updated Cost Estimates. It is the intent of this subtask to develop updated, conceptual-level cost estimates of up to four alternatives of the Regional Concept, taking into account refinements to the configuration of the Regional Concept that may be made as part of Subtask 1.5 and building on existing Regional Concept cost analyses already performed by the applicant and collaborators. Based on Subtask 1.2 through 1.4 findings related to the timing of future water demands and refinements to the Regional Concept that may be completed as part of Subtask 1.5, consultants will also consider the cost implications of different approaches to phasing development of the Regional Concept.

Method/Procedure:

Subtask 2.1 – Water Treatment Strategies: identification and comparison.

Consultants will address in their analysis the relative benefits and costs of water quality treatment options spanning a broad spectrum of possible water quality treatment strategies, including:

- a. Treating water of typical South Platte River quality to known treatment standards using existing technologies and brine disposal strategies. For comparative purposes, this analysis might be viewed as the "baseline analysis" against which other strategies are compared.
- b. Treating water of typical South Platte River quality to known treatment standards using a combination of natural pre-treatment options such as surface water blending and aquifer filtration in concert with other engineered treatment technologies and brine disposal strategies.
- c. Treating water of typical South Platte River quality by developing a program to invest in non-point source reduction methods and strategies, potentially at multiple scales throughout the basin and focused on water quality constituents to be determined in consultation with the applicant, collaborators, and the Task Force. Consultants will give further consideration to how such a program could be combined with other strategies such as natural pre-treatment (see Subtask 2.1.b) and existing treatment technologies and brine disposal strategies (See Subtask 2.1.a), to achieve water quality objectives.

Subtask 2.2 - Updated Cost Estimates.

- a. Using the results of the refined Regional Concept modeling effort and original concept cost estimates as points of departure, consultants will develop estimated costs for each of the concept infrastructure components, taking into account any refinements to the configuration of the Regional Concept that may be made as part of Subtask 1.5. Treatment cost estimates will be included but presented separately due to likely disparities in the detail of understanding, even after completion of Subtask 2.1, of treatment infrastructure requirements in comparison with other Concept infrastructure elements. These disparities notwithstanding, consultants will make all reasonable efforts to ensure that cost estimates will be informed by information developed in Subtask 2.1.
- b. Cost estimates will include design and construction costs for each element, operational and maintenance costs, and projections of likely permitting costs.
- c. Cost estimates will normalize costs on an acre-foot basis for comparison to other water supply options.
- d. Cost estimates will consider how development of the Regional Concept could be phased to remain responsive to changing demands over time. Conversely, cost estimates will consider scale economies that may be achieved over the Concept's lifecycle by developing portions of the Regional Concept in advance of projected need.

Grantee Deliverable: (Describe the deliverable the grantee expects from this task)



Last Update: January 9, 2018

Tasks
Subtask 2.1 – Water Treatment Strategies: identification and comparison. Technical memorandum that describes each option included in the evaluation and compares costs and relative feasibility of all options.
Subtask 2.2 - Updated Cost Estimates. Technical memorandum summarizing cost estimation methods and findings.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Subtask 2.1 – Water Treatment Strategies: identification and comparison. a. A summary of task results and findings for inclusion in the Final Report. b. Inclusion of technical memorandum in the Final Report's appendices.
Subtask 2.2 - Updated Cost Estimates. a. A summary of task results and findings for inclusion in the Final Report. b. Inclusion of the technical memorandum in the Final Report's appendices.

Tasks
<u>Task 3 – Communication and Reporting</u>
Description of Task: The focus of this task will be on the development of tools for communicating the benefits of the concept and the results of the analyses. The following two subtasks will be conducted in this task. Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation. The intent of this subtask is to plan for and support outreach and educational actions needed to deepen and broaden understanding of the Regional Concept and its potential benefits. Consultants will deploy relevant public relations and communication expertise to work with the applicant, collaborators, and the Task Force to develop and, as resources permit, implement an outreach and education plan to complement and broaden outreach/education benefits derived through Subtask 4.1 and Subtasks 1.2, 1.3, and 1.4. The precise purposes, and therefore content, of this Regional Concept Outreach and Education Plan will be developed through this initial consultative process. Subtask 3.2 – Final Report. It is the intent of this subtask is to report on work and relevant work products associated with Tasks 1 through 4. Consultants will prepare a final report that summarizes options and information generated by this project in an executive summary and organizes task-specific technical memorandum into appendices to the report.
Method/Procedure: Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation. In addition to working closely with the applicant, collaborators, and the Task Force, consultants will use existing outreach and communication resources that have been developed to support Statewide and Roundtable-specific water-related outreach and education activities, such as the southplattebasin.com website, mailing lists and calendars, to develop and support implementation of the Regional Concept Outreach and Education Plan. This Plan will include key messages, roles and responsibilities, budget, and schedule. It will be coordinated with the Advisory Committee and Task Force. To the extent budget and schedule limitations allow, consultants will engage Roundtable members and other interested South Platte Basin Stakeholders to help implement Outreach and Educational actions identified in the Plan. Subtask 3.2 – Final Report.



Last Update: January 9, 2018

Tasks
<ul style="list-style-type: none"> a. Develop an executive summary and final report summarizing the findings of this project, including technical memorandum in appendices as applicable. b. Provide initial documentation to the Grantee and Task Force for their review and incorporate comments as necessary.
Grantee Deliverable:
<p>Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation.</p> <ul style="list-style-type: none"> a. Outreach and education plan and, to the extent resources allow, its implementation b. Consultant will compile copies of meeting agendas, content, mailing list, sign in sheets and other documentation or e-mail inquiries relating to the Regional Concept. <p>Subtask 3.2 – Final Report. Final Report with appendices</p>
CWCB Deliverable:
<p>Subtask 3.1 - Outreach and Education Plan: development and, if resources allow, implementation.</p> <ul style="list-style-type: none"> a. A summary of task results and findings for inclusion in the Final Report. b. Inclusion of the plan in the Final Report's appendices. <p>Subtask 3.2 – Final Report. Final Report with appendices</p>

Tasks
<u>Task 4 – Project Coordination and Management</u>
Description of Task:
<p>Collaboration with the Task Force (and associated subgroups) to obtain feedback and direction as well as project management activities will be conducted under this task. Subtasks include the following:</p> <p>Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it. The intent of this Subtask is to ensure sufficient resources remain available, beyond those that have been expended thus far, to organize, convene, and support the Regional Concept Task Force ("Task Force"), whose purposes generally are to:</p> <ul style="list-style-type: none"> a. Collaborate on a work plan and funding proposal to support the next phase of work on the Regional Concept, thereby building on Regional Concept work completed over the past two and half years by the applicant and collaborators. b. Participate in a process, to be designed and led by the grantee, by which proposals for professional consulting services to execute the work plan will be solicited and selected. c. Review consultant work products and advise on the overall pace and trajectory of the work plan and project results. d. Help broaden and deepen public understanding of the Regional Concept by functioning as a principal forum for engaging other interested organizations and individuals who will be identified in part through a coordinated public education and outreach effort to be developed in partnership with the grantee, collaborators, and professional consultants selected to support this next phase of work on the Regional Concept (see Subtask 3.1). <p>The Task Force is a newly formed group consisting, at present, of Metro and South Platte Basin Roundtable members, water resource professionals (including the grantee and collaborators), and other stakeholders in the Basin. The Task Force was established for expanding the circle of people working to further develop and refine the Regional Concept. As such, the Task Force's present efforts and future work is intended to help amplify investment over the past two and half years by the applicant and</p>



Last Update: January 9, 2018

Tasks

collaborators in work to formulate and preliminarily model and evaluate the Regional Concept. Subtask 4.1 is specifically envisioned to span the period from April 1, 2018, when initial steps were undertaken to organize the Task Force, to that future date on which the proposed Water Activity will be complete, thereby encompassing several months of Subtask 4.1-related work completed prior to the anticipated December 31 contract execution date for the proposed Water Activity. Cash and in-kind expenditures by the applicant and collaborators during this period are proposed as match, since these expenditures have constituted the sole means of support provided to the Task Force.

Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation. Grant administration capacity will be necessary to ensure the applicant can fulfill all grant reporting, invoicing, and liaison obligations to the CWCB and to the Metro and South Platte Roundtables that may be required as conditions of grant agreements between the applicant and these granting organizations. In addition, project management capacity will be necessary to manage and coordinate a team of consultants with diverse expertise and employed by several independent firms to adequately address all tasks. Finally, overall project facilitation capacity will be needed to support the applicant, collaborators, and the Task Force in their work with consultants and to ensure decisions regarding overall project coordination and strategic direction are made in a timely and inclusive manner that is responsive to the needs of the project, its beneficiaries, and other stakeholders. This project facilitation function will be additive, rather than identical or duplicative, to the convening and facilitation functions envisioned as part of Subtask 4.1.

Method/Procedure:

Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it

The grantee and collaborators already have taken steps to organize and empanel the Task Force. Beginning in April 2018, the grantee and collaborators planned for and later hosted, in May, two educational workshops for Metro and South Platte Basin Roundtable members and other South Platte Basin Stakeholders and encouraged workshop attendees to consider participating in the work of the Task Force. The grantee and collaborators also extended additional invitations to participate on the Task Force to various other audiences to whom background presentations on the Regional Concept were made in May and June 2018. In response to these initial invitations, over 30 individuals representing over 30 different entities agreed to participate on the Task Force, and three meetings have been convened to date.

The grantee, collaborators, and initial Task Force members will continue efforts to broaden the Task Force's membership through additional education and outreach (see Subtasks 1.2, 1.3, and 4.1 and Subtask 3.1). Six meetings of the Task Force will be held over the duration of the Water Activity for purposes of reviewing consultant work products and related matters.

An Advisory Committee will be formed from a subset of Task Force members to provide more focused feedback and direction to the consulting team. The Advisory Committee and consulting team will meet (either in person or by teleconference) up to six times during the Water Activity.

Three Work Groups will be formed from Task Force members to provide specialized assistance to the consultants in Subtasks 1.2, 1.3, and 1.4. The Work Groups will include members with expertise in Municipal/Industrial, Agricultural and Environmental/Recreational issues, respectively, and will focus on outreach and evaluation of demand and other information obtained from the different user groups. Specific activities associated with the Work Groups are described in Subtasks 1.2, 1.3, and 1.4.

Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation

- a. The grantee will be principally responsible for grant administration (i.e., reporting to CWCB and Roundtables, invoicing, overall communication and coordination), with assistance from consultants.



Last Update: January 9, 2018

Tasks
<p>b. Consultants will designate a primary consultant with responsibility for management of subcontractors, invoicing, providing progress reports, engaging and interacting with the applicant, collaborators, and the Task Force, and otherwise managing the project to successful conclusion. Note: this task envisions up to three consultant presentations to the CWCB, the Metro and South Platte Basin Roundtables, and/or other relevant groups. This task also envisions being responsive to communication/outreach needs/opportunities as they arise, within reason and limitations of budget and schedule, by working with the applicant, collaborators, and the Task Force to determine which needs/opportunities to address and how best to address them as they arise. Ideally, the Outreach and Education Plan provided for by Subtask 3.1 will serve as a source of guidance with respect to which outreach/education opportunities should be addressed in what manner. There nevertheless likely will be a period time before the Subtask 3.1 plan is complete when communication outreach needs/opportunities could present themselves, thereby underscoring the desirability for consultants to have strong communication capacity at their disposal from the inception of the project.</p>
<p>Grantee Deliverable:</p> <p>Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it</p> <p>The Task Force is a principal means by which the grantee and collaborators seek to broaden and deepen understanding of the Regional Concept and broaden and deepen participation in efforts to refine it. Therefore, the grantee's deliverable for this task will be a Task Force that has met regularly over the duration of the grant period (schedule to be determined) and which has contributed meaningfully to the refinement of the Regional Concept and to efforts to help others who may not be as familiar with the Regional Concept to understand its potential benefits as an alternative to other sources of water supply, especially supplies secured through permanent transfer of water from irrigated agriculture to other beneficial uses. This deliverable will be measured by notes, handouts, presentations, and meeting summaries (as may be needed) to support the Task Force's and Advisory Committee's work over the course of six meetings for each group, respectively, over the duration of the proposed Water Activity.</p> <p>Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation</p> <p>Consultants will develop a brief project management plan. This project management plan will describe how project management responsibilities will be divided between the consultant, sub-contractors, and the grantee. This plan will also address QA/QC and overall project schedule, including a schedule for submittal of draft reports and associated draft documents needed to support the grantee's reporting obligations to the CWCB. Finally, this plan will offer consultants' view on how best to maintain the Water Activity's overall strategic direction, with appropriate deference to the original thinking that animated early efforts to formulate and evaluation the Regional Concept.</p>
<p>CWCB Deliverable:</p> <p>Subtask 4.1 - Task Force: broadening and deepening understanding of Regional Concept and work yet to be done to refine it</p> <p>The CWCB's deliverable will consist of an invitation to continue its participation on the Task Force and Advisory Committee, along with associated agendas, notes, handouts, and presentations supporting the work. In addition, a description of Task Force members, meetings, and functions will be provided in the Final Report.</p> <p>Subtask 4.2 - Overall Grant Administration/Project Management/Project Facilitation</p> <p>Same as Grantee Deliverable</p>



Last Update: January 9, 2018

Budget and Schedule

Exhibit B - Budget and Schedule: This Statement of Work shall be accompanied by a combined [Budget and Schedule](#) that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in [excel format](#). A separate [excel formatted](#) Budget is required for engineering costs to include rate and unit costs.

Reporting Requirements

Progress Reports: The grantee shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues. The CWCB may withhold reimbursement until [satisfactory progress reports](#) have been submitted.

Final Report: At completion of the project, the grantee shall provide the CWCB a Final Report on the grantee's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

Payments

Payment will be made based on actual expenditures, must include invoices for all work completed and must be on grantee's letterhead. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

The CWCB will pay the last 10% of the [entire](#) water activity budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the water activity and purchase order or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to CWCB within 90 days of the expiration of a purchase order or contract may be denied consideration for future funding of any type from CWCB.

Performance Requirements

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Grant Guidelines, the CWCB will pay out the last 10% of the budget when the final deliverable is completed to the satisfaction of CWCB staff. Once the final deliverable has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per the Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per the Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

Last Update: July 31, 2018

Colorado Water Conservation Board

Water Supply Reserve Fund

EXHIBIT B - BUDGET AND SCHEDULE - Direct & Indirect (Administrative) Costs

Date: December 13, 2018

Water Activity Name: South Platte Regional Water Development Concept Pre-Feasibility Study

Grantee Name: Lower South Platte Water Conservancy District

<u>Task No.</u> ⁽¹⁾	<u>Description</u>	<u>Start Date</u> ⁽²⁾	<u>End Date</u>	<u>Matching Funds</u> <u>(cash & in-kind)</u> ⁽³⁾	<u>WSRF Funds</u> <u>(Basin &</u> <u>Statewide</u> <u>combined)</u> ⁽³⁾	<u>Total</u>
1	Concept Refinement	2/26/2019	06/30/2022	\$25,000	#REF!	#REF!
2	Infrastructure Issues	4/1/2019	06/30/2022	\$10,000	#REF!	#REF!
3	Communication and Reporting	3/1/2019	06/30/2022	\$10,000	#REF!	#REF!
4	Project Coordination and Management	2/26/2019	06/30/2022	\$75,000	#REF!	#REF!
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total				\$120,000	#REF!	#REF!

(1) The single task that include costs for Grant Administration must provide a labor breakdown (see Indirect Costs tab below) where the total WSRF Grant contribution towards that task does not exceed 15% of the

(2) Start Date for funding under \$100K - 45 Days from Board Approval; Start Date for funding over \$100K - 90 Days from Board Approval.

(3) Round values up to the nearest hundred dollars.

- Additional documentation providing a Detailed/Itemized Budget may be required for contracting. Applicants are encouraged to coordinate with the CWCB Project Manager to determine specifics.
- Reimbursement eligibility commences upon the grantee's receipt of a Notice to Proceed (NTP)
- NTP will not be accepted as a start date. Project activities may commence as soon as the grantee enters contract and receives formal signed State Agreement.

The CWCB will pay the last 10% of the entire water activity budget when the Final Report is completed to the satisfaction of the CWCB staff project manager. Once the Final Report has been accepted, the final

- Additionally, the applicant shall provide a progress report every 6 months, beginning from the date of contract execution

EXHIBIT C, OPTION LETTER (SAMPLE)

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCBC) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter Number
Grantee Lower South Platte Water Conservancy District 100 Broadway Plaza, Suite 12 Sterling, CO 80751	Original Agreement Number CMS#125998 CTGGI 2019-2922
Current Agreement Maximum Amount (Initial Term)	Option Agreement Number
	Agreement Performance Beginning Date
	Current Agreement Expiration Date

1. **OPTIONS:**
 - A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
 - A. **For use with Option 1(A):** In accordance with Section 2.C., of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning _____ and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
 - A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Colorado Water Conservation Board</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Option Effective Date: _____</p>
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