

Community Funding Partnership Contract

This Contract is made and entered into by and between the COLORADO RIVER WATER CONSERVATION DISTRICT (herein the "River District") and ROUTT COUNTY, COLORADO (herein "Awardee") effective as of the date of the River District's execution hereof.

RECITALS

- A. The River District is charged by its organic statute, C.R.S. § 37-46-101, *et seq.*, with securing and ensuring adequate water supplies, both present and future, for beneficial uses within the River District's boundaries.
- B. In 2020, the registered electorate of the River District approved Ballot Question 7.A. authorizing a mill levy increase to generate additional funding further enabling the River District to protect and safeguard western Colorado water.
- C. The River District has adopted the Community Funding Partnership Framework ("Framework") and the Community Funding Partnership Guidelines ("Guidelines") articulating its clear intent on how the additional funding would be used to assist its constituents such as the Awardee.
- D. To assist its constituents, including the Awardee, the River District has established its Community Funding Partnership ("CFP")
- E. Awardee proposes to complete the project described herein and has made application to the River District's CFP for financial assistance pursuant to and in compliance with the River District's Framework and Guidelines.
- F. The River District has reviewed the Awardee's project proposal pursuant to its Framework and Guidelines and desires to assist with the funding of the project subject to the terms and conditions of this Contract, and Awardee desires to receive such financial assistance from the River District as provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises agreed to herein, the parties agree as set forth below.

1. Awardee's Project Plan and Budget. The Awardee shall, in a satisfactory manner as determined by the River District, use the River District CFP funding consistent with the Project Plan and Budget ("Project") as described herein and attached as Exhibit A. The funding provided by the River District to Awardee shall be used only for the Project. In the event the Awardee needs or desires to make changes to the Project as described in Exhibit A, any expenditures of River District's CFP funds shall be contingent on the prior written approval of the change by River District.

- A. The period of performance for the Project is three years following the date of the Award letter.

Project Performance Start Date:

Thursday, August 4, 2022

Project Performance Termination Date:

Monday, August 4, 2025

2. River District's Financial Assistance.

- A. River District agrees to provide financial assistance to the Awardee in an amount not to exceed \$10,000 (the "Total Award").
- B. After execution of the contract and within 90 days of project commencement, the Awardee will notify the River District of the intended date of project commencement. Within thirty (30) days following notification, the River District will forward to Awardee \$2,500, which constitutes twenty-five (25%) of the Total Award.
- C. Once the Contract has been fully executed by all parties, and all other required documentation has been received fifty percent (50%) of the Total Award will be paid through "progress payments" in no more than two twenty-five percent (25%) increments. The remaining twenty-five percent (25%) will be paid upon a determination that the Project is substantially complete and the District has received a completed "Request for Final Payment" form including all required documentation from the Awardee in accordance with Paragraph 4, below.
- D. Within thirty (30) days of River District staff approval of a completed "Request for Final Payment" form, in compliance with subparagraph 4.A below, the River District will forward to Awardee the remaining amount of the Total Award. If the total cost of the Project is less than originally estimated at the time of application, the River District may reduce the River District award proportionally at the discretion of the General Manager.
- E. If determined necessary by the River District, the River District will issue Awardee an IRS 1099 form and other applicable federal or state revenue reporting forms for each year in which funds are distributed pursuant to this Contract. Awardee is and shall be solely liable and responsible for any federal and state taxes applicable to this Contract and any financial assistance received hereunder. Awardee shall indemnify the River District for any liability resulting from non-payment of such taxes.

3. Awardee's Compliance with Applicable Local, State, and Federal Laws. The work performed pursuant to this Contract shall comply, at all times, with all applicable local,

state, and federal laws and regulations. Awardee shall not discriminate against any person because of age, sex, race, national origin, ancestry, disability, religion, or other protected classification.

4. Final Payment and Repayment of River District Grant.

- A. Within sixty (60) days after completion of the Project, Awardee shall submit to the River District a completed "Request for Final Payment" form. Timely submission shall be required for final payment pursuant to subparagraph 2.D. above.
- B. If completion of the Project is interrupted or delayed beyond the contract termination date stated in subparagraph 1.A above, Awardee shall notify the River District on or before **Monday, August 4, 2025** and request a Contract Amendment to extend the termination date.
- C. Awardee shall not be eligible for final payment if the River District does not receive a completed Request for Final Payment form on or before **Friday, October 3, 2025**

5. Awardee's Additional Responsibilities and Liabilities.

- A. Awardee shall be responsible for making all contracts and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.
- B. Awardee shall be responsible for the acts, errors and omissions of itself and its employees, consultants, agents, and any other persons employed or retained on behalf of Awardee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. The parties recognize that the River District and Awardee are governmental entities subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- C. At its sole cost Awardee or its contractor(s) shall purchase and maintain in effect through Project completion insurance which will protect it and the River District from claims which may arise out of, result from or be related to Awardee's performance of the work on the Project, whether such performance be by itself or by anyone directly or indirectly retained or employed by Awardee or by anyone for whose acts, errors, or omissions any of them may be liable. Such insurances required herein shall be written for limits of liability as follows:
 - i. Commercial General Liability:
 - (1) Bodily Injury and Property Damage:
\$1,000,000 each occurrence/\$1,000,000 aggregate
 - (2) Personal Injury:
\$1,000,000 each occurrence/\$1,000,000 aggregate

- ii. Commercial Automobile Liability:
 - (1) Bodily Injury & Property Damage:
\$1,000,000 any one accident or loss
 - iii. Workers' Compensation and Employer's Liability:
 - (1) Workers' Compensation: Statutory
 - (2) Employer's Liability:
 - \$100,000 each accident
 - \$100,000 disease - each employee
 - \$500,000 disease - policy limit
- D. The Commercial General Liability and Commercial Automobile Liability policies required hereunder shall include the River District named as additional insured. If Awardee's Contractor is providing the necessary insurance Awardee shall also be named an additional insured. Awardee shall supply the River District with a certificate of each insurance policy required herein prior to or along with the notice of project commencement in accordance with Paragraph 2.B. The certificates of insurance shall evidence that the premium has been paid and contain a valid provision or endorsement that the policies may not be canceled, terminated, changed or modified without thirty (30) days written notice to the River District. Each certificate of insurance **must** reference the contract number assigned to this Agreement (**CFP2022-35**).
- E. Awardee warrants performance of this Contract and the completion of all work required for the Project. Awardee and any persons working on its behalf shall at all times comply with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Awardee nor any persons working on its behalf on the Project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability, or religion.
6. Authorized Representatives.
- A. The River District designates Amy Moyer, as its representative for primary contact for the River District in connection with this Contract. The address, telephone number and email address for notices and communications is: 201 Centennial Street, Suite 200, Glenwood Springs, Colorado 81601, phone: (970) 945-8522, amoyer@crwcd.org.
 - B. Awardee designates B. Scott Cowman as its representative to act for Awardee in connection with this Contract. The address, telephone number and email address for notices and communications is: 136 6th Street, Steamboat Springs, CO 80487, phone:970-870-5588, email: scowman@co.routt.co.us

7. Miscellaneous.

- A. Assignment. This Contract involves the grant of public money. Consequently, this Contract shall not be assigned by Awardee without the River District's prior written approval, which may be withheld in the River District's sole discretion.
- B. Binding Effect. This Contract shall be immediately binding upon both parties and their respective successors, if any.
- C. No Partnership, Joint Venture or Third-Party Beneficiaries. This Contract is not intended to and does not create any legal partnership, joint venture or similar relationship between the River District and Awardee or any other persons or entities. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the River District and Awardee, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person or entity. It is the express intent of the parties to this Contract that any person or entity receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- D. Additional Limitations on the River District's Responsibilities. The River District's involvement with the Project's construction and operation shall be limited to payment of the above sum to Awardee. The River District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.
- E. Remedies. If Awardee is in breach or default of any obligation under this Contract, the River District may give Awardee written notice of such breach or default. Upon receipt of such notice, within thirty (30) days Awardee shall both cure such breach or default and provide the River District evidence of such cure. If Awardee fails to cure any such breach or default within thirty (30) days, the River District may terminate this Contract and Awardee shall be required to promptly repay to the River District the full amount of any grant funds received. In any action for breach or for enforcement of this Contract, the River District shall be entitled to recover its attorneys fees and litigation costs.
- F. Notices. All notices required or appropriate pursuant to this Contract shall be given in writing to the parties' designated representatives at the addresses stated in paragraph 6.
- G. Entire Agreement/Amendments. This Contract is the complete integrated understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment to this Contract shall have any force or effect unless stated in writing approved and executed by both parties.

(continued on next page)

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Contract upon the terms, conditions and provisions stated herein.

**COLORADO RIVER WATER
CONSERVATION DISTRICT**

DATE: _____

By: _____
Andrew A. Mueller, Secretary/General Manager

ATTEST:

APPROVED AS TO FORM:

Audrey Turner, Chief of Operations

By: _____
Jason V. Turner, Senior Counsel

ROUTT COUNTY, COLORADO

By: _____
Name: M. Elizabeth Melton
Title: Chair, Board of County Commissioners



Exhibit A.1 Scope of Work

Date: 10/24/2022

Awardee: Routt County for Community of Phippsburg Drinking Water System

Project Name: Community of Phippsburg Water Augmentation Plan

Project Summary: The Upper Yampa River has been deemed over-appropriated by the Colorado Division of Water Resources. As a result, wells and other structures causing delayed depletions to the stream system are required by the Colorado Department of Natural Resources and Division of Water Resources (DNR and DWR) to secure a plan for augmentation for continued operation. The objective is to bring the Phippsburg Community water supply system into compliance with the new requirement to obtain approved augmentation for future stream depletions that could be injurious to downstream senior water rights, and to ensure a continuous long-term domestic water supply for the community. To fulfill requirements technical assistance from a qualified consultant is needed to develop a depletions analysis, a river call analysis, an augmentation demand report (per the SOW), and ultimately application/enrolment in the Upper Yampa Water Conservancy District Augmentation Plan (decreed in Case No. 06CW49 - Upper Yampa Plan).

Project Success and Deliverable: Successful application and contract to the Upper Yampa Conservation District for augmentation water as required by the Colorado Division of Water Resources.

Task 1 Description: Quantify the existing and future water demands (~\$5,800): Examine Phippsburg's current population and water use records to determine a per capita water demand and estimate future growth as a percent increase to evaluate water demands and peak dry year demands. In addition, we will evaluate the ability of the community water system to meet the demands.

Task 2 Description: Stream Impact Analysis (~\$4,300): Develop the current and projected future depletions and the delayed impacts to the stream. We will also analyze a plan to utilize treated effluent discharges to offset the steam impacts.

Task 3 Description: Evaluate the ability to legally meet the existing and future water demands (~\$2,400): Perform an historic downstream senior call analysis and evaluate the likely timing and duration of future downstream senior calls. The need for additional water supplies will be identified based on the delayed stream impacts and senior downstream calls. We will also determine whether a contract with the UYWCD or an independent plan for augmentation will be required.

Exhibit A.1 Scope of Work

Task 4 Description: Augmentation Demand Report (~\$6,500): Prepare a report which summarizes the results from the water demand analysis, the stream impact analysis, and augmentation obligation. We will provide recommendations for the next steps to obtain the augmentation supply and improvements to infrastructure, operational practices, or planning considerations identified.

Task 5 Description: Application to the UYWCD (~1,000): We will prepare an application for an augmentation contract and coordinate with UYWCD staff as needed. Additionally, we will communicate with the Colorado Division of Water Resources to ensure the augmentation plan is understood and satisfactory.



Exhibit A.2 Budget

Date:10/12/2022

Project Name: Community of Phippsburg Water Augmentation Plan

Awardee: Community of Phippsburg Drinking Water System

CRD Funding Award: \$10,000.00

Project Budget

Task No.*	Task Name	Units**	# of Units	Cost Per Unit	CRD Funds
1	Quantify the existing and future water demands	LS	1.00	\$ 5,800.00	\$ 2,900.00
2	Develop Stream Impact Analysis	LS	1.00	\$ 4,300.00	\$ 2,150.00
3	Evaluate the ability to legally meet the existing and future water demands	LS	1.00	\$ 2,400.00	\$ 1,200.00
4	Prepare Augmentation Demand Report	LS	1.00	\$ 6,500.00	\$ 3,250.00
5	Prepare application to the UYWCD	LS	1.00	\$ 1,000.00	\$ 500.00
CRD Funding Award					\$10,000

**Please document expenses at the task level (i.e. totalling all subtasks)*

***I.e. hours (HRS), cubic yards (CY), square feet (SQFT), lump sum (LS) etc.*

River District has the discretion to reallocate CRD funds between identified tasks not to exceed total funding award.