

**POLICY GOVERNING
THE UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT
GRANT PROGRAM**

Revised January 14, 2021

1. The Board of Directors will annually determine the funding to be made available for financial assistance under the Grant Program in the following year and appropriate that amount in the District budget.
2. The District will award grants only for projects that are consistent with the purposes of the District's Grant Program: the promotion or enhancement of beneficial use of water for agricultural, recreational, environmental, ecological, domestic, municipal, industrial, and other purposes; watershed management activities; water quality and riparian zone enhancement projects; and water use efficiency projects.
3. The District will award grants only for projects located within the boundaries of the District.
4. Projects must comply with the *Guidelines for Applicants* promulgated by the Board of Directors.
5. The District will prioritize those projects that utilize pre-Colorado River Compact water rights (those rights perfected before November 24, 1922) and commence implementation within the year the grant is awarded.
6. Financial assistance under the Grant Program is limited to 50% of the project cost, not to exceed \$50,000.00.
7. A single grant recipient may not receive financial assistance under the Grant Program that exceeds \$150,000.00 during any consecutive five-year period.
8. Applications for financial assistance under the Grant Program, in a form approved by the General Manager, must be received in the District office by February 15th in the year the grant is to be awarded.
9. Applications will be reviewed and evaluated by the Board's Grant Committee during March. The Grant Committee will present its recommendations to the Board of Directors at the Board's March meeting. Awards of financial assistance will be made, in the Board's sole discretion, at that meeting, subject to any conditions that the Board may deem appropriate.
10. Awards of financial assistance may be made, in the Board's sole discretion, for projects completed within one year before the application deadline.

11. As a condition of approval, the Grantee must sign a Funding Agreement provided by the District's General Counsel within the calendar year the grant is awarded unless the General Manager grants an extension. An extension must be for a specific term, but no more than one year. Only one extension may be granted without Board approval. The Grantee must make a written application for an extension before the end of the year the grant is awarded, or the end of the extended term, as applicable. If a Funding Agreement has not been signed within the year the grant is awarded, or within the extended term, as applicable, the Grant shall be deemed rescinded.
12. The Funding Agreement must be signed by the Grantee and the District's General Manager before work begins on the Project, unless the Grant is awarded for a completed project.
13. Unless the terms of the grant, as provided in the Funding Agreement, provide otherwise, disbursement of grant funds must be made within one year from the date of the Funding Agreement, unless the General Manager grants an extension. An extension must be for a specific term, but no more than one year. Only one extension may be granted without Board approval. The Grantee must make a written application for an extension before the end of the year the grant is awarded, or the end of the extended term, as applicable. If disbursement of grant funds does not occur within one year from the date of the Funding Agreement, or within the extended term, as applicable, the Grant shall be deemed rescinded.
14. If the Board of Directors determines, in its sole discretion, that an event has occurred that constitutes an emergency such that time is of the essence in completing a project that otherwise qualifies for financial assistance, and the Board is willing to appropriate additional funds for a grant, the Board may consider an application for assistance for such a project at any time.

**GUIDELINES FOR APPLICANTS SEEKING FINANCIAL ASSISTANCE
UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT
2023 GRANT PROGRAM**

Revised: November 17, 2022

Background: The Upper Gunnison River Water Conservancy District was established to conserve the waters within the District, to accomplish the greatest possible use for irrigation, domestic/municipal, industrial, recreational, and all other beneficial purposes, and to defend and protect the waters of the District. A mission of the District is to encourage the in-basin beneficial use and maintenance of high quality standards for the water resources of the basin. The District has determined that an appropriate means to effect its purposes and accomplish its mission is through a Grant Program that provides financial assistance to persons or entities advancing projects that enhance water supply, water quality, and stream conditions, educates our citizenry, or furthers our understanding of water resources within the District.

The Board of Directors of the District has adopted a Policy Governing the Grant Program that should be reviewed by applicants along with these Guidelines.

ELIGIBILITY CRITERIA

Proposed projects must address one or more of the following criteria to be eligible for financial assistance under the District Grant Program.

1. Development of a new water supply
2. Improvement of an existing water supply
3. Measures to improve instream water quality and water quantity
4. Measures which promote water use efficiency or irrigation water management
5. Implementation of watershed management actions, including restoration or protection of riparian habitat
6. Research or studies that further the understanding of critical water resource issues in the basin and support implementation of strategic goals of the District.
7. Education and outreach.

The application for financial assistance must document how the proposed project addresses the above criteria.

EVALUATION AND RANKING CRITERIA

During the evaluation process, the District may request additional information to supplement or explain materials submitted by the applicant.

All materials submitted as part of the Application process are considered public documents, are available for public inspection and distribution, and become the property of the District upon receipt.

Applications for financial assistance from the District will be reviewed and prioritized solely at

the District's discretion. Acceptance for review by the District of an application for financial assistance shall not constitute an obligation on the District's part to provide such financial assistance. Requests will be evaluated and ranked in competition for available funding. The District may reject incomplete or late applications.

The merits of eligible projects will be assessed and scored in the evaluation process using the following criteria (not all criteria may be applicable to every projects):

1. **Appropriateness:** Is the project consistent with the District's mission and eligibility criteria, and does it fully meet the Grant Program goals?
2. **Project Description:** Is the project clearly defined and described?
3. **Budget:** Is the description and documentation of project costs clear, accurate and comprehensive?
4. **Funding:** Is there a high likelihood of the applicant receiving funding from other identified sources? Has other funding been "secured"?
5. **Milestones & Timelines:** Is the project timeline described and documented in a clear and well-organized fashion? Is there a clear path for completion within a year or within the proposed timeframe?
6. **Technical Adequacy:** Is there a high probability of technical success? Is there a high likelihood that the project will perform as designed?
7. **Project Effectiveness:** Is there a high likelihood that the applicant will meet the project objectives? Will the project be effective and efficient?
8. **Applicant's Capability:** Does the applicant have the ability to implement the project?
9. **Participation:** Is consent from affected landowners and water rights holders adequately documented? If there are multiple landowners/water right holders involved in the project, are their contributions (cash or in-kind services) adequately documented, if applicable?
10. **Benefits:** Are project water resource benefits documented? Are there multiple water resource benefits or beneficiaries? Are there measurable benefits as a result of the completed project?
11. **Other:** Are there intangible benefits to the project? Does the project employ new methods that may serve as an example or potential solution for similar problems? Does the project provide a water education benefit? Does the project address a public health and safety issue?

12. **Risk:** Is there potential risk either to the District, adjacent landowners, water rights holders, or general public associated with the implementation of the project?

All proposals will be reviewed and ranked by District staff by assigning numeric values to the factors listed above. Ranked results and project summaries will be presented to the Grant Committee of the Board of Directors during March of each year as Staff Recommendations. The Grant Committee Chair will ask for funding approval from the full Board of Directors at the March Regular Meeting, subject to any conditions the Board may impose.

2023 District Grant Program Application Instructions
(Applications are due February 15, 2023 by 5pm)

The Upper Gunnison District would like to encourage all interested applicants to contact the District with any questions related to the Grant Program guidelines, grant application process, or with requests for technical assistance. All individuals and groups must contact the District prior to application submission. Engineering is encouraged and funding is available through the District. Please contact Beverly Richards (Water Resource Specialist) at: Email beverly@ugrwcd.org or call (970) 641-6065 to schedule a meeting or site visit.

1. APPLICATION

A. Project Title: Provide a short descriptive title for the project.

B. Applicant Contact Information: Indicate the name of the individual or organization applying for the grant along with a physical and mailing address if different, phone, and email address. In the event that funding assistance is provided, the applicant is responsible for entering into a funding agreement with the District (Sample provided in Grant Application Packet) and for submitting all necessary information including requests for payment and final project reporting. If the applicant is an organization, identify the individual authorized to bind the organization to perform its obligations under the funding agreement. The applicant will be the entity that receives the funding distributions and any required end-of-year tax reporting forms (e.g. 1099 forms when receiving assistance greater than \$600). If an individual outside the applicant organization has helped prepare the grant application and you would like the District to contact this person regarding any grant application follow-up questions, please provide that individuals information in the area provided.

C. Funding Summary: Please identify the total project cost, the amount of District funding assistance being requested, and the match-contribution provided (both cash and in-kind value). The current limit on funding requests from the District’s Grant Program is \$50,000 per project with a minimum 50% cost match; however, available funds are limited by the District’s annual budget appropriation and will be awarded on a competitive basis. Applications may be submitted for “completed projects” if the project was completed within one year preceding the current grant application due date. Please note that there are separate application materials for completed projects.

D. Estimated Project Timeline: Award recipients are expected to enter into a funding agreement with the District within the grant year (i.e. by the end of 2023). Projects are expected to be completed within one year following the date of execution of the funding agreement.

2. DETAILED PROJECT NARRATIVE AND TECHNICAL PROPOSAL

Applicants must use the template *Project Narrative & Technical Proposal Template* provided in the grant application packet.

A. Detailed Project Narrative Description : In two pages or less, please provide a thorough narrative description of the project. Your summary narrative should include the following information, including but not limited to:

1. Location of the project within the basin
2. Landowner or water right holder and water right details (adjudication date, amount in cfs, etc.), as applicable

3. Detailed description of the water resource issue(s) and how the project proposal directly addresses the issues.

B. Technical Proposal: This technical proposal section should include, but is not limited to, the following information:

1. Please describe how your project benefits will be measured (e.g., 100 acre-feet increase in water available due to prevention of ditch seepage loss, 1 acre of riparian habitat improved, 150 feet of stream channel stabilized, 250 acre-feet of water better managed, water education for 200 local residents, estimated 50% reduction in user conflict, 2 miles of aquatic habitat restored, etc.).
2. Please include the following eligibility criteria list in your proposal, mark those criteria that your project meets, and provide a description underneath each of how it meets the criteria.

_____ Development of a new water supply

_____ Improvement of an existing water supply

_____ Measures to improve instream water quality and water quantity

_____ Measures which improve water use efficiency and irrigation water

_____ Implementation of watershed management actions, including restoration or protection of riparian habitat.

_____ Research or monitoring that furthers the understanding of critical water resource issues and/or goal of the District.

_____ Education and outreach related to Upper Gunnison Basin water resources.

3. SCOPE OF WORK (SOW): Using the SOW template provided, please break down the project into logical and orderly tasks necessary to carry out project implementation. There are no page limitations, but please try to keep the number of tasks manageable.

1. Please provide the project title, applicant name, list of project partners, project cost break-out by tasks, and estimated project start and end date.
2. Identify the tasks needed to complete the project. For example, Step 1 (Finalize engineered design); Step 2 (Materials Order); Step 3 (Construction & Final Inspection); and Step 4 (Grant Administration: Reporting, Reimbursement Request, Project Close-out, etc.). Please note that *all applicants will be required to have a grant administrative task* as part of their proposal.
3. Identify project deliverables. A deliverable is what you intend to provide to the District as evidence that the project has been completed (e.g., copy of engineered plans; copies of material invoices; photo documentation of project before, during and after; project warranty, final inspection, and final project report).
4. Anticipated Timeline for Completion. Identify the estimated timeline for completing each specific task (e.g., April – May 2023).
5. Identify the responsible party for completing each specific task (e.g., XYZ Engineering Firm).
6. Total Estimated Budget for Task. Please identify the total cost for completing each specific task. Then break down that cost into its associated cash or in-kind service contribution category. For example, the total construction cost is \$10,000 of which \$5,000 will be cash requested from District Grant Program and \$5,000 will be match from landowner (e.g. \$2,500 landowner cash and \$2,500 in-kind services (Backhoe: 33 hours @ \$75/hour).

7. Project Administration. This task is required on all grant applications. Please provide number of hours proposed for administration of the project and the associated hourly rate (e.g. 25 hours at \$35.00 per hour).

4. PROJECT BUDGET: Using the “*Grant Budget Template*” Excel Spreadsheet provided by the District, complete the application budget tables (There are two required tables: *Budget Summary & Match Summary*).

A. Budget Summary Table - Required

1. Please use the Excel *Grant Budget Template*.
2. Please identify each task (abbreviate description) from the scope of work within the table. One task per row.
3. For each specific task identify the total budget, then break that amount out into its associated category – i.e., portion that is requested as cash from the District grant program and portion that is match contribution from the applicant or project partners.
4. For each task, please incorporate the estimated completion date (e.g., “November of 2023”).
5. Please remember to include your task and associated budget for grant project administration in the budget table (See Paragraph 3.7 above)

B. Match Summary Table - Required

1. Please identify all your project financial partners by name (one entity per row).
2. Use the appropriate column to separate match contributions into cash or in-kind services as applicable. Make sure that you total each row and column.
3. Please note that final approval of a District grant award may be contingent upon receipt of letters of financial commitment from project partners.
4. If funding has been secured from outside entities, please indicate in the project budget by saying “secured” or “awaiting funding decision”.

Note that there is no cash contribution requirement, however the grant evaluation team will look more favorably on projects that provide at least a 10% cash match contribution.

Once the match summary table is completed, please provide a brief narrative about the project partners using the following the guidelines:

1. Identify project partners
2. Name and contact information of each partner
3. Role in the project (e.g., In-kind services like backhoe hours, technical support, coordination of volunteers, project management, or simply cash contributor)
4. Identify any potentially affected adjacent upstream or downstream landowner(s), land uses, water right holder(s), water uses or water users who may be affected by the project. Applicants should notify potentially affected entities prior to submitting a grant proposal. If awarded grant funding, the District may require a signed *Notification of Project* (template provided below) from affected parties prior to entering into a funding agreement with the applicant.

C. Payment Reimbursements

1. Reimbursement for Grant projects are typically made upon completion of the project. However, if the applicant has extenuating circumstances related to cash flow that would prohibit them from successfully completing the project, it *may* be possible to create an alternative arrangement. These decisions will be made on a case-by-case basis by the District General Manager and General Counsel.

5. PROJECT MAP: Provide a project map(s) identifying the location of the project within the watershed, as well as any other pertinent project details (e.g., location of ditch headgate being repaired, section of river restored, water right holder parcel, etc.). If you need assistance with mapping, please contact the District and we will be happy to assist you (e.g., Printing a Google Earth Image of the Project Area).

2023 GRANT APPLICATION COVER PAGE

Project Title:

Applicant Contact Information

Name: _____ Address: _____

Phone: _____ Email: _____

Name/Email/Phone Number of individual responsible for developing grant application if different from above: _____

Funding Summary

Total Project Cost: _____

Grant Funding Requested: _____

Match Provided (Cash & In-kind): _____

Estimated Project Timeline

Project Start Date _____ Project End Date _____

Date/Time Received (District Use Only):

2023 District Grant Program
Project Narrative & Technical Proposal
(Required)

Project Description: Please describe in detail and quantitative terms how your project benefits will be measured (e.g., 100 acre-feet increase in water available due to prevention of ditch seepage loss, 1 acre of riparian habitat improved, 150 feet of stream channel stabilized, 250 acre-feet of water better managed, water education for 200 local residents, estimated 50% reduction in user conflict, 2 miles of aquatic habitat restored, etc.).

Grant Program Criteria: Mark those criteria that your project meets and provide a description of how it meets the criteria with each.

_____ Development of a new water supply

_____ Improvement of an existing water supply

_____ Measures to improve instream water quality and water quantity

_____ Measures which improve water use efficiency and irrigation water

_____ Implementation of watershed management actions, including restoration or protection of riparian habitat.

_____ Research or monitoring that furthers the understanding of critical water resource issues and/or goal of the District.

**2023 District Grant Program
Scope of Work Template
(Required)**

Project Title:

Project Applicant:

Project Partners:

Total Project Cost: \$

District Funding Request: \$

Match Contribution Total (Specify In-kind Services or Cash): \$

Source 1 (Name) & Match Contribution (\$)

Source 2 (Name) & Match Contribution (\$)

Estimated Project Start Date:

Estimated Project End Date:

Task Descriptions:

Task 1 Description:

Task 1 Deliverables:

Anticipated Timeline for Completion:

Responsible Party:

Total Estimated Budget for Task (\$)

District Funds (\$):

Matching Funds (Specify Source of Match) (\$):

Task 2 Description:

Task 2 Deliverables:

Anticipated Timeline for Completion:

Responsible Party:

Total Estimated Budget for Task (\$)

District Funds (\$):

Matching Funds (Specify Source of Match) (\$):

Task 3 Description:

Task 3 Deliverables:

Anticipated Timeline for Completion:

Responsible Party:

Total Estimated Budget for Task (\$)

District Funds (\$):

Matching Funds (Specify Source of Match) (\$):

Task 4 Description: Project Administration (Specify Number of Hours and Rate per Hour) (Required):

Task 4 Deliverables:

Anticipated Timeline for Completion:

Responsible Party:

Total Estimated Budget for Task (\$)

District Funds (\$):

Matching Funds (Specify Source of Match) (\$):

Summary Project Budget Table: (Use of Template is Required. Excel Template available, please contact the District)

| Task Description | District Grant Request | Match (In-Kind and / or Cash) | Total | Estimated Completion Date |
|------------------|------------------------|-------------------------------|-------------|---------------------------|
| Task 1. | 1 | | | |
| Task 2. | 2 | | | |
| Task 3. | | | | |
| Task 4. | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | 0.00 | 0.00 | 0.00 | 0.00 |

Match Summary Table: (Use of Template is Required. Excel Template available, please contact the District)

| Task No. | Match Funding Source | In-Kind Services | Cash | Total |
|----------------|----------------------|------------------|------------|------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTALS: | \$0 | \$0 | \$0 | \$0 |

Notification of Project Form

This document is to be used to notify any potentially affected adjacent upstream or downstream landowner(s), land managers, water right holder(s) or water users who may be affected by the project. Applicants should notify potentially affected entities prior to submitting a grant proposal. If awarded grant funding, the District may require this signed *Notification of Project* Form from affected parties prior to entering into a funding agreement with the applicant.

Project Name: -

Project Description:

Person/Entity Notified:

We have been notified about this proposed project by the project applicant and agree that the project as proposed will not affect our land use, water use or water rights.

X

Upstream/Downstream Entity

**Upper Gunnison River Water Conservancy District
Grant Reimbursement Request and Project Warranty Form**

Date:

Project Name:

UGRWCD Contract Number:

Reimbursement Request Amount: \$

Match Provided:

Project Performance Period:

Applicant/Payee Name:

Check Payable To:

Applicant Address:

Applicant Phone:

Applicant Email:

PROJECT DELIVERABLES:

- Photo and Expense Documentation
- Final Report

Difficulties Encountered / Corrective Action:

Problem(s) / Changes:

Resolution / Corrective Action Plan & Schedule:

By submittal of this reimbursement request and supporting documentation of expenditures, Applicant attests to the Upper Gunnison River Water Conservancy District that all items under *Project Deliverables* have been completed, all amounts due and payable for the Funded Work have been paid or, alternatively will be paid with the funds advanced by the District in response to this Request for Payment.

X

Applicant Payee Signature & Date:

X

Upper Gunnison Project Manager & Date:

THIS IS A SAMPLE AGREEMENT FOR ILLUSTRATION PURPOSES ONLY
Terms may vary based on specific requirements or conditions for a project

FUNDING AGREEMENT

This Funding Agreement is made and entered into between the Upper Gunnison River Water Conservancy District (District) and _____ (Grantee) effective as of the date of the District's execution hereof.

RECITALS

A. The District is a Water Conservancy District created pursuant to the Water Conservancy Act, §37-45-101, *et seq.*, Colorado Revised Statutes.

B. The District was established to conserve the waters within the District in order to accomplish the greatest possible use for irrigation, domestic, municipal, industrial, mining, and all other beneficial purposes, and to defend and protect the waters of the District.

C. A mission of the District is to encourage the in-basin beneficial use and maintenance of high quality standards for the water resources of the basin.

D. The District has determined that an appropriate means to effect its purposes and accomplish its mission is to provide financial assistance to persons constructing projects that enhance water supply and stream conditions within the District.

E. The District has adopted an amended policy for consideration of financial assistance requests (Policy).

F. Grantee proposes to perform the [PROJECT] described in *EXHIBIT A* attached hereto (Project) and has made application to the District for financial assistance pursuant to and in compliance with the District's Policy.

G. The Project is consistent with the purposes and the mission of the District.

H. The District has reviewed the Project pursuant to its Policy and desires to assist with the funding of the Project subject to the terms and conditions of this Agreement, and Grantee desires to receive such financial assistance from the District as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the reciprocal promises contained in this Agreement, the District and Grantee agree as follows.

1. Grantee's Project Plan and Use of Grant Money.

1.1 The total cost of the Project approved for a funding contribution by the District is estimated by Grantee to be \$000.00 as documented in *EXHIBIT A*.

1.2 The grant amount awarded to Grantee by the District is \$000.00. The grant funds advanced by the District to Grantee shall be used only for services, materials, and labor identified in the Project budget in the Application for Funding attached as *EXHIBIT A* approved by the District in awarding the grant (Funded Work).

1.3 The estimated date for commencement of the Project is [DATE]. The estimated date for the completion of the Project is [DATE] .

2. District's Financial Assistance.

2.1 The funds are awarded to Grantee on condition that [GRANT CONDITIONS].

2.2 The grant funds will be paid to Grantee as follows: Upon completion of the Project, Grantee shall submit a Request for Payment together with an itemized statement for expenditures on the Project. Such statement shall include invoices for materials received and labor and services performed on the Funded Work and paid for by Grantee, or to be paid upon receipt of funds from the District.

2.3 The Request for Payment shall include:

2.3.1 A representation and warranty by Grantee that the Project is complete and that all amounts due and payable for the Funded Work have been paid or, alternatively, a covenant that such amounts will be paid with the funds advanced to Grantee by the District in response to the Request for Payment.

2.3.2 A representation and warranty by Grantee that all work done on the Funded Work has been completed in a good and workmanlike manner and in accordance with the specifications contained in *EXHIBIT A*.

2.4 After review of the Request for Payment, the District may:

2.4.1 Require such additional documentation as the District deems necessary;

2.4.2 Conduct a joint inspection of the Project with Grantee to review work completed and to verify that the Project is complete in accordance with *EXHIBIT A*;

2.4.3 Make adjustments to the amount of funds requested by Grantee in its sole discretion.

2.5 The District shall disburse the grant amount, or so much thereof as is approved, within thirty days after approval of the Request for Payment by the District.

3. Grantee's Additional Responsibilities and Liabilities.

3.1 Grantee shall be responsible for making all Agreements and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.

3.2 Grantee shall be responsible for the acts, errors and omissions of Grantee and its employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. Grantee agrees to indemnify, hold harmless, and defend the District and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Grantee and Grantee's employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in the performance of this Agreement and for the acts, errors and omissions of the Project's owners and users. The parties recognize that the District is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, Colorado Revised Statutes.

3.3 Grantee warrants performance of this Agreement and the completion of all work required for the Funded Work. Grantee 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 Grantee 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.

4. Authorized Representatives, Addresses.

4.1 The District designates Sonja R. Chavez, General Manager, as its representative to act for the District in connection with this Agreement. All communication with the District shall be directed to:

Sonja R. Chavez, General Manager
210 West Spencer, Suite B
Gunnison, CO 81230
Telephone: (970) 641-6065
schavez@ugrwcd.org

4.2 Grantee designates [AUTHORIZED REPRESENTATIVE] as its representative to act for Grantee in connection with this Agreement. All communication with Grantee shall be directed to:

4.3 Grantee represents and warrants to the District that the person executing this Agreement on behalf of Grantee has full power and authority to execute this Agreement on behalf of Grantee.

5. Miscellaneous.

5.1 Assignment. The Agreement involves the grant of public money for public purposes. Consequently, this Agreement shall not be assigned by Grantee without the District's prior written approval, which may be withheld in the District's sole discretion.

5.2 Binding Effect. This Agreement shall be immediately binding upon both parties and their respective successors, if any.

5.3 No Partnership, Joint Venture or Third Party Beneficiaries. This Agreement is not intended to and does not create any partnership, joint venture or similar relationship between the District and Grantee or any other persons or entities. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the District and Grantee, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5.4 Additional Limitations on the District's Responsibilities. The District's involvement with the Project's construction and operation shall be limited to payment of the stated sum in the form of a grant to Grantee. The District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.

5.5 Publicity. Grantee agrees that the District may publicize the Project in local media or otherwise, including, without limitation, photographs, costs, and participants, for the purpose of promoting the District's grant program and its benefits.

5.6 Remedies. If Grantee is in breach or default of any obligation under this Agreement, the District may give Grantee written notice of such breach or default. Upon receipt of such notice, within thirty days Grantee shall both cure such breach or default and provide the District evidence of such cure. If Grantee fails to cure any such breach or default within thirty days, the District may

terminate this Agreement and Grantee shall be required to promptly repay to the District the full amount of any grant funds received. As part of any judgment in an action for breach or for enforcement of this Agreement, the District shall be awarded its attorneys' fees and litigation costs.

5.7 Notices. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in paragraph 4. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested or confirmed delivery of electronic mail.

5.8 Entire Agreement/Amendments. This Agreement is the complete integrated understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment to this Agreement shall have any force or effect unless stated in writing approved and executed by both parties.

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

Upper Gunnison River
Water Conservancy District

By: Sonja R. Chavez, General Manager Date [AUTHORIZED REPRESENTATIVE] Date

SAMPLE

EXHIBIT A

SAMPLE