

Planning Grant Agreement

State Revolving Fund



This agreement made this _____ is by and between: the Colorado Water Resources and Power Development Authority (Authority) as approved by the Water Quality Control Division (WQCD), and the _____, hereinafter referred to as the Contractor.

A grant of \$_____ from fiscal (year) funds is hereby awarded and derived from Administrative Fees collected from the

Drinking Water Revolving Fund Water Pollution Control Revolving Fund.

The project is listed on the _____ Eligibility List as number _____. The grant will help defray the costs of the documents required by the Revolving Fund programs.

In consideration of this agreement, the parties agree to the following:

- A. **The Scope of Work** to be completed by the Contractor shall include documents for each item checked necessary to obtain approval from WQCD for:
 - Project Needs Assessment Environmental Assessment
 - Legal Fees for Special District Formation
- B. This Grant Agreement is valid for a term of 12 months after grant execution. No extensions will be granted.
- C. Contractor must have no less than 20% Matching funds.
- D. Payments to the Contractor for costs incurred on the project described in the scope of work will be processed by the Authority after approval of the request for reimbursement and invoices by the WQCD.

To receive compensation under this agreement, the Contractor shall submit a signed "Request for Reimbursement" and all applicable invoices. "Request for Reimbursement" is included hereto as "**Attachment A.**" All invoices will be paid at 80% to allow for 20% match by the Contractor.

The final 20% of the award will be paid out once the draft documents described in paragraph A are submitted to the division and an approvable/complete Project Needs Assessment has been submitted.

Please note: Any planning expenses in excess of this planning grant award may be reimbursed per the terms of a Design and Engineering grant if so awarded.

All requests for reimbursements must be submitted no later than 60 days after the 12 month grant term. No reimbursements will be made after that time and all remaining funds will be forfeited.

Requests for reimbursement shall be sent via email to:

Cdphe_grantsandloans@state.co.us
Colorado Department of Public Health and Environment
WQCD, Grants and Loans Unit
4300 Cherry Creek Drive South, B-2
Denver, Colorado 80246-1530

- D. Compliance with Article X, Section 20 of the Colorado Constitution (TABOR Amendment) shall be the responsibility of the Contractor. The funds used for this agreement are considered state dollars and may impact compliance with the TABOR Amendment.

Signatures:

By: _____
Authorized Representative (Title)

FEIN: _____

WQCD:

Authority:

By: _____
Program Manager

By: _____
Finance Director

Cc: Barry Cress, DOLA
Michael Beck, WQCD