

**RIO GRANDE WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
December 9, 2020 at 10:00 A.M.
By Zoom Teleconference**

Present: Greg Higel, President; Armando Valdez, Vice-President; Dwight Martin, Secretary/Treasurer; Peggy Godfrey, Director; Steve Keller, Director; Zeke Ward, Director; Mike Kruse, Director; Cory Off, Director; and Bill McClure, Director.

Staff and Consultants: David Robbins, Hill & Robbins P.C.; Cleave Simpson, General Manager; Clinton Phillips, District Engineer; Amber Pacheco, Program Manager; Marisa Fricke, Program Manager; Chris Ivers, Program Manager; Rose Vanderpool, Program Assistant; Linda Ramirez, Program Assistant; Cheryl Anderson, Office Manager; Michael Carson, Database Administrator; and April Mondragon, Administrative Assistant.

Guests: Lisa Sigler, Ernie Myers, Patrick Shea, Bryn Phinney, Brad Grassmick, Les Alderete, Darin Schepp, William Myers, and Daniel Davis.

CALL TO ORDER

President Greg Higel called the meeting to order at 10:09 a.m. There was a quorum present for the meeting.

INTRODUCTION OF STAFF AND GUESTS

President Greg Higel welcomed all those present and asked for introductions.

APPROVE AGENDA

President Higel asked for amendments or a motion to approve the agenda. A motion was made by Dwight Martin to approve the agenda as presented. The motion was seconded by Cory Off and unanimously approved.

PUBLIC COMMENT

President Higel asked for public comment. Brad Grassmick asked if the Board would like discussions or comments regarding Subdistrict No. 1 at this time. President Higel announced comments would be taken during the Budget Hearing.

REVIEW AND CONSIDER FOR ACTION

President Higel asked for the review and consider for action items:

- ***Intergovernmental Agreement supporting the SLV Doppler Weather Radar Project:*** Cleave Simpson reported how the SLV Doppler Weather Radar project came about and provided the entities and municipalities that have contributed to the project. Mr. Simpson asked the Board to consider entering into an intergovernmental agreement to keep the radar going. He highlighted those that are interested and reported it would be a good use of resources. Mr. Simpson explained the many important things the radar provides and suggested they enter into the agreement to fund for \$5,000 per year renewable after five (5) years.

A motion was made by Bill McClure to enter into the intergovernmental agreement supporting the SLV Doppler Weather Radar. The motion was seconded by Cory Off and unanimously approved.

MANAGER'S REPORTS

President Higel asked for the Manager's reports. Cleave Simpson announced the storage agreement with SLV Irrigation Reservoir would be on the next meeting agenda.

- ***Update from Sigler Communications around public outreach in opposition to water export proposal:*** Lisa Sigler presented the communication plan that had been developed in connection with the risks of water export in the San Luis Valley. She reported getting the message out to a diverse group of people and stated the interviews that were completed were valuable in creating the plan. Ms. Sigler explained the branded campaign to position the District's message to protect San Luis Valley Water, she also presented the imagery and theme used on all materials through out the campaign. Ms. Sigler highlighted the launching of the website being the first major project and explained how important team work was in getting it accomplished. She provided the goal of the website and presented the analytics as

well as a map that showed where individuals are internationally that are visiting the website. Ms. Sigler updated the Board on the video series as well as a list of people that have been interviewed. She provided the date the Facebook page launched as well as the goals, share facts, videos, photos and the personality of the campaign. Ms. Sigler highlighted the number of followers, number of posts and the user's reactions to posts on Facebook. She reported they are preparing for the roll out of a different campaign and provided the next steps to build upon the success of 2020 efforts. Discussion was held on using other forms of media in order to get the message out. Bill McClure expressed his concerns of commercializing the message. President Higel reported Sigler Communication was doing an excellent job and thanked Ms. Sigler for her update.

Cleave Simpson updated the Board on a modified employment letter for him self and Amber Pacheco who both have agreed to them and will be signed. Mr. Simpson highlighted not knowing how long COVID-19 would continue to be an issue and asked the Board for their thoughts and consideration of purchasing a couple laptops to be checked out and used by Board of Directors. He reported the laptops would be covered under CARES funding and would be no cost to the District.

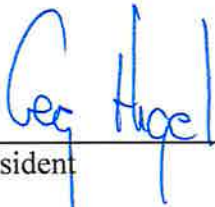
David Robbins reported on a letter that was received from NEWUA regarding concerns about Subdistrict No. 1's proposed budget which raised legal questions about the adoption process and the decisions that were made. Mr. Robbins stated he would like the opportunity to discuss with the Board in executive session during the budget hearing and asked that an executive session be added to the budget hearing agenda. Peggy Godfrey commented that beginning a meeting with an executive session discourages the public to participate and is unfriendly.

ADJOURN

A motion was made by Bill McClure to adjourn the meeting. The motion was seconded by Peggy Godfrey and unanimously approved.

The meeting was adjourned at 2:25 p.m.

The next scheduled quarterly meeting will be held on January 19, 2021.



President



Secretary/Treasurer

INTERGOVERNMENTAL AGREEMENT REGARDING THE DEVELOPMENT AND CONTINUED MAINTENANCE OF THE SAN LUIS VALLEY DOPPLER WEATHER RADAR PROJECT IN ALAMOSA, COUNTY COLORADO

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 7th day of December 2020, by and between the various state and local agencies and entities (“Party” or “Parties”) for the purpose of funding and maintaining the San Luis Valley Doppler Weather Radar located at the San Luis Valley Regional Airport in Alamosa Colorado.

RECITALS

WHEREAS, the various state and local agencies have authority to act cooperatively and also have the authority and capacity to enter into this Agreement pursuant to C.R.S. §29-1-201 *et seq.* and Article XIV, § 18 of the Colorado Constitution.

WHEREAS, the following entities have agreed to be Parties to this agreement:

- a. The Board of County Commissioners of Alamosa County
- b. The Rio Grande Water Conservation District
- c. The Conejos Water Conservancy District
- d. The San Luis Valley Water Conservancy District
- e. The Trinchera Water Conservancy District
- f. The Alamosa-La Jara Water Conservancy District
- g. The San Luis Valley Irrigation District
- h. The Rio Grande Water Users Association

WHEREAS, the Rio Grande Watershed Emergency Action Coordination Team (“RWEACT”) was granted certain state funds to partially cover the design and construction of the San Luis Valley Doppler Weather Radar (“The Project”) located in Alamosa County, Colorado; and

WHEREAS, Hinsdale County serves as the fiscal agent for RWEACT; and

WHEREAS, Alamosa County entered into an agreement with Hinsdale County, as the fiscal agent for RWEACT, and the Colorado Department of Transportation to secure all of the funding necessary for the design and construction of the Project; and

WHEREAS, the installation of a Doppler Radar in the San Luis Valley will significantly improve the ability to measure snowpack in the basin along with weather and streamflow forecasting. Additional benefits include increased public safety as the radar will provide critical data to benefit transportation, aviation, and emergency operations throughout the San Luis Valley and neighboring jurisdictions; and

WHEREAS, as part of its contribution to the Project, Alamosa County agreed to be the Project sponsor and to be the managing entity for the continued operation,

maintenance and care of the facility and to provide a physical location for the placement of the Project; and

WHEREAS, the remaining Parties to this agreement have agreed to share in the financial cost for the continued operation, management and maintenance of the Project; and

WHEREAS, the Project, which is located at Alamosa's San Luis Valley Regional Airport, has been completed and is currently functioning as contemplated by the Parties.

NOW THEREFORE in consideration of the mutual covenants, conditions and obligations herein set forth, the Parties agree as follows:

1. As the sponsor of the Project, Alamosa County will continue to oversee the final completion of the project and shall be primarily responsible for payment to the contractor for services rendered.

2. Alamosa County shall be responsible for the operation, management and maintenance of the Project for its useful life and shall include the Project facilities on its schedule of assets for insurance purposes. Maintenance shall be performed on an as needed basis and in accordance with the recommendations of the manufacturer. Alamosa County shall be primarily responsible for payment of the costs of the operation, management and maintenance of the Project and will seek to budget for the payment of those costs, annually.

3. Alamosa County shall establish a restricted fund known as the San Luis Valley Radar Fund ("Fund") for the purposes of accounting for all expenditures related to the Project and shall keep records of said funds in accordance with standard county procedures. Alamosa County, at its sole discretion may seek funding from non-parties including be not limited to the State of Colorado or federal agencies to defray the costs of operating, managing and maintaining the Project.

4. Beginning January 1, 2021, and on January 1st of each subsequent year in which this Agreement is effective, each Party that is a signatory to this Agreement shall contribute the following amounts annually to the Fund:

- a. Rio Grande Water Conservation District: \$5,000.00
- b. Conejos Water Conservancy District: \$5,000.00
- c. The San Luis Valley Water Conservancy District: \$5,000.00
- d. The Trinchera Water Conservancy District: \$5,000.00
- e. The Alamosa-La Jara Water Conservancy District: \$5,000.00
- f. The San Luis Valley Irrigation District \$5,000.00
- g. Rio Grande Water Users Association: \$5,000.00

The contribution amounts may be adjusted by the Parties in accordance with the needs of the Project every fifth year at the time of the renewal of this Agreement.

5. All monies paid into the Fund shall be used for the sole purpose of constructing, operating, managing and maintaining the Project. In the event that the balance of the Fund reaches \$200,000 all payments to the fund shall be suspended until such time as the Fund falls below \$150,000, at which time they shall resume. Nothing herein shall be construed as relieving any Party from making payments required to the Fund that were due and owing prior to reaching the \$200,000 threshold.

6. All Parties to this Agreement shall have equal access to the data and information that is produced by the Project.

7. Term: The initial term of this Agreement shall be for five (5) years. The Agreement shall automatically renew for additional five (5) year terms unless a Party shall give notice to Alamosa County and the other Parties no later than September 1st of the fifth year of the initial term or of any renewal term that the Party wishes to withdraw from the Agreement or seeks to alter any of the terms of the Agreement. If changes to the Agreement are sought, including a change in the contribution schedule in Paragraph 4 above, the Parties may agree to renew this Agreement for additional terms after agreeing upon the altered provisions of the Agreement.

8. General Provisions:

- a. The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Alamosa, State of Colorado.
- b. This Agreement shall be binding upon the successors and assigns of the Parties hereto. This Agreement shall not be assigned by any Party without the express written consent of the other Parties.
- c. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the Parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado. Any non-governmental entity, contributing to the Project as a Party, shall be treated as if it were a governmental entity for purposes of availability of funds.
- d. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one

and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.

- e. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement. Each Party shall present written evidence to Alamosa County of the action of its governing body authorizing the participation in and execution of this Agreement.
- f. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.
- g. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by any Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.
- h. Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by all Parties and then only to the extent expressly provided therein.
- i. Each Party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.
- j. The captions of this Agreement are for convenience only, are not part of the Agreement, and do not in any way limit or amplify its terms and provisions.
- k. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- l. This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



Bela J.
Deputy Clerk to the Board

AGREED:

BOARD OF COUNTY COMMISSIONERS
ALAMOSA COUNTY, COLORADO

Gigi Dennis
Gigi Dennis, County Administrator
Authorized by BOCC on 10/28/2020

RIO GRANDE WATER CONSERVATION
DISTRICT

Cecilia Hoel
, Chair

CONEJOS WATER CONSERVANCY
DISTRICT

, Chair

SAN LUIS VALLEY RIO
CONSERVANCY DISTRICT WATER

, Chair

TRINCHERA WATER CONSERVANCY
DISTRICT

, Chair

ALAMOSA – LA JARA WATER
CONSERVANCY DISTRICT

, Chair

SAN LUIS VALLEY IRRIGATION
DISTRICT

, Chair