

**STATE OF COLORADO GRANT AWARD LETTER
INTERGOVERNMENTAL
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

State Agency Colorado Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Grant Agreement Number CMS 140050 CTGG1 2020-073
Grantee Gunnison County 200 East Virginia Ave. Gunnison, CO 81230	Grant Amount \$200,000.00
Grant Issuance Date July 1, 2019 or the Effective Date (the date the State Controller or an authorized delegate signs this Grant Agreement) whichever is later.	
Grant Expiration Date December 31, 2024	Local Match Amount \$135,500.00
Grant Authority 2018 CWCB projects bill, HB18-218, section 11, Implementation of the Colorado Water Plan Appropriation.	
Grant Purpose Shady Island River Park The County plans to develop the Shady Island parcel to create riverside boat access, recreation amenities, improvements to riparian, wildlife and in-stream fish habitat. The goal of the proposed concept is to improve access to the Gunnison River for both boating and angling and restore riparian, stream and fisheries habitat.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 3. Exhibit B, Budget. 	

Principal Representatives	
For the State:	For Borrower:
Chris Sturm, Stream Restoration Coordinator	Cathie Pagano
Department of Natural Resources	Community and Economic Development Director
Colorado Water Conservation Board	Gunnison County
1313 Sherman St., Room 718	200 East Virginia Ave.
Denver, CO 80203	Gunnison, CO 81230
chris.sturm@state.co.us	cpagano@gunnisoncounty.org
303-866-3441 x3236	970-641-7985

SIGNATURE PAGE
THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared Polis, Governor
Department of Natural Resources
Colorado Water Conservation Board
Dan Gibbs, Executive Director

By: 

Name: Tina Heltzel

Title: Budget and Policy Analyst

Date: 6/17/19

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 

Name: Maggie Van Cleef
Purchasing Director

Title: CO Department of Natural Resources

Date: 6/27/2019

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, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

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 that includes, to the extent practicable, the public interest justification for the termination. 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. 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”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- 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. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- P. **“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.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by

a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. **“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.
- T. **“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.
- U. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“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.

4. **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.

5. **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 shown on the first page of this Grant Award Letter. 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.

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. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. 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 §5.E, 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 State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

7. 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 have the right, in its sole

discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. 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.

8. 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. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (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 Agreement attached to this Grant, if applicable. 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.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 §13.

14. 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.

15. 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 Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; 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 Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. 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 State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

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.

Colorado Water Conservation Board	
Water Plan Grant - Exhibit A	
Statement Of Work	
Date:	06/13/2019
Name of Grantee:	Gunnison County
Name of Water Project:	Shady Island River Park
Funding Source:	CWCB Water Plan Grant, CWCB Watershed Restoration Funds, Gunnison County Metropolitan Recreation District, CPW, Gunnison County, Upper Gunnison River WCD, Trout Unlimited, and Western Colorado University
Water Project Overview:	
<p>Gunnison County purchased a 10-acre parcel less than one mile north of the City of Gunnison in 2017. The parcel, known as Shady Island, will provide access to and use of the Gunnison River for residents and visitors. Currently, river users access the Gunnison River via the North Bridge site. The North Bridge site is an unpermitted site that is a dirt parking area within the CDOT highway right-of-way. There is no infrastructure at the site. There are two porta-potties and limited trash service which do not accommodate the existing demand during the busy summer season which can see upwards of 60 vehicles (including vans, trucks, trailers, boats, etc.) all day, every day parked at the 0.5 acre site. Commercial and private boaters utilize this site as access for river trips. The current North Bridge site does not have any opportunity for river access for anglers, walkers and riparian and fisheries habitat have been heavily impacted by the heavy use of the site.</p> <p>The County plans to develop the Shady Island parcel to create riverside boat access, recreation amenities, improvements to riparian, wildlife and in-stream fish habitat. The goal of the proposed concept is to improve access to the Gunnison River for both boating and angling and restore riparian, stream and fisheries habitat. The Park also includes camping, picnic, play areas, and improved parking. Key areas along the shoreline shall be thinned of vegetation, allowing the bank to lay back, reducing the slope. Large boulders will provide slope retention as needed and hardening of the river bank for stability and safe access to the river. Pockets of existing vegetation will remain along the shoreline to help buffer different use zones (boat ramp vs. fishing area). Adding undulation to the shoreline will help create more habitat variety. The Gunnison River channel through the project area is largely a uniform riffle. Adding boulder clusters will enhance habitat creating cover and holding water for fish and allowing for wade angling opportunities at the site. The riparian and instream restoration and improvements will help to mitigate many of the impacts caused by the heavy recreation use in this area.</p>	
Project Objectives:	
<ul style="list-style-type: none"> • Implement Phase 1 of Shady Island River Park Project including: <ul style="list-style-type: none"> ○ Site preparation including grubbing and clearing; removal of old utilities (septic tanks, etc) ○ Install and gravel parking areas, 36 trailer parking spaces and 43 vehicle spaces ○ Install infrastructure for water, sewer, electric ○ Install boat ramp for large craft (rafts, etc) ○ Install beach and small craft access (kayaks, canoes, SUPs) ○ Install and gravel staging areas ○ Install portable toilets (for Phase 1 only) ○ River, riparian, and habitat restoration <ul style="list-style-type: none"> ▪ Installation of larger boulders to provide slope retention along shoreline ▪ Thin key areas along shoreline to allow limited access to river in controlled areas ▪ Reduce slope in key areas and install larger boulders to provide slope retention 	

- Harden river bank for stability and safe access in key areas
- Maintain existing vegetation between access areas to act as buffer and maintain riparian habitat
- Add undulation to shoreline to create more habitat variety
- Plan and budget for Phase 2 implementation (2021):
 - Pave parking area; permanent bathrooms; picnic pavilions; campground; picnic tables; trails, highway access (pedestrian under or overpass)

Tasks

Task 1 – River Restoration

Description of Task: Work with aquatic biologist, Dan Brauch of CO Parks and Wildlife and contract engineering firm to develop water restoration plan. Plan to include the following tasks: Installation of larger boulders to provide slope retention along shoreline. Thin key areas along shoreline to allow limited access to river in controlled areas. Reduce slope in key areas and install larger boulders to provide slope retention. Harden river bank for stability and safe access in key areas. Maintain existing vegetation between access areas to act as buffer and maintain riparian habitat. Add undulation to shoreline to create more habitat variety

Method/Procedure: Utilizing a contractor or Gunnison County Public Works staff larger boulders will be placed in key areas along shoreline of Gunnison River for slope retention. Contractor to remove vegetation in key areas. Utilizing a contractor or Gunnison County Public Works staff larger boulders will be placed in key areas along shoreline of Gunnison River for slope retention. Contractor will harden some key surface areas for access including boat ramp and trails with crushed gravel and/or concrete. Leave key areas intact. Contractor at direction of water quality experts will manipulate shoreline to create some undulation.

Deliverable: Retained slope to prevent runoff and erosion into Gunnison River. Create sustainable access to river that does not result in significant removal or damage of riparian forested areas. Thinning will enhance and control access so that visitors do not damage riparian areas. Retained slope to prevent runoff and erosion into Gunnison River. A hardened surface in access areas prevents degradation of riparian and habitat by reducing runoff and erosion. Maintain riparian area with native and existing vegetation. Improved habitat for fisheries.

Task 2 – Project Engineering and Permitting

Description of Task: Phase 1: Implement designs from Shady Island Master Plan (Sprout Studio), complete engineering and permitting for project including: concrete boat ramp, a new well(s), utility lines for water and sewer, one bathroom, road and parking lot, environmental permitting.

Work with Colorado Parks and Wildlife and water engineering firm to design bank stabilization, in-stream improvements and boat ramp. (CWCB Funded)

US Army Corps 404 Permitting including wetland delineation.

Well permitting from Colorado Division of Water Resources.

Access permits from Colorado Department of Transportation.

Floodplain Development Permits from Gunnison County.

<p>Method/Procedure: SGM Engineering has completed surveys of the parcel for utility and road placement. Currently the County is soliciting a water engineering firm to design the boat ramp, in-stream improvements, and river bank stabilization. An updated wetland delineation assessment and report will be completed this spring by BioEnvirons. Applications for US Army Corps of Engineers 404 permits will then be submitted. In addition to the water engineers, Colorado Parks and Wildlife have participated in wildlife management and in-stream mitigation strategies.</p>
<p>Deliverable: SGM Engineering and the selected water engineer firm will coordinate for the final designs of the boat ramp, utility lines, road and parking area, in-stream improvements and riverbank stabilization. All permits required for construction include the US Army Corps of Engineers 404 permit, a Colorado Department of Public Health and Environment for public water sources assessment and permit and, the Gunnison County Floodplain development permit.</p>
<p>Task 3 – Construction</p>
<p>Description of Task: Phase 1:</p> <p>Construction including; installing utilities, boat ramp, parking lots, access from Highway 135, internal roads.</p>
<p>Method/Procedure: Gunnison County will hire contractors to install utilities, build the boat ramp, roads, parking lots, and bathrooms through a bid process. Once selected, contractors will excavate and prep for the concrete boat ramp. Contractors will work with water engineer and Colorado Parks and Wildlife officials on the installation of riverbank stabilization and in-stream improvements. Install site utility lines, gravel and asphalt roads/parking lots and pre-fab bathroom facility.</p>
<p>Deliverable: Phase 1 construction complete. New boat ramp, improved bank stabilization, in-stream improvements, parking lots, roads, and utilities installed.</p>
<p>Task 4 – Construction</p>
<p>Description of Task: Phase 2: (funding not allocated at this time, future funding will be needed)</p> <p>Second pre-fab multi-stall bathroom, picnic pavilions; campground, picnic tables; trails, pedestrian highway access (pedestrian under or overpass)</p>
<p>Task 5 – Monitoring</p>
<p>Description of Task: Careful site assessment before, during and after boat ramp construction, riverbank stabilization and in-stream improvements. Continued monitoring of general ecosystem health and boater/angler/camper experience.</p>
<p>Method/Procedure: Working with the contracted water engineer to ensure all project components are completed to contracted specifications and continued performance of features is assured. Continued partnership with local CPW office regarding fishery health and other wildlife patterns. User surveys to gauge project experience.</p>
<p>Deliverable: High quality river experience to any Shady Island visitor. Riverbank stabilization will successfully mitigate user impacts. In-stream improvements will provide boat friendly eddies while specific improvements will assist in fishery restoration. Overall satisfaction rating from user experience.</p>
<p>Budget and Schedule</p> <p>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.</p>

Reporting Requirements

Progress Reports: The applicant 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.

Final Report: At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant'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.

The CWCB will pay out the last 10% of the 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 purchase order or grant will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. 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.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to CWCB in hard copy and electronic format as part of the project documentation.

Performance Measures

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 Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the 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 purchase order or grant will be closed without any further payment.
- (b) Accountability: Per Water Plan 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 Water Plan 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.

Exhibit B
Gunnison County Shady Island River Park
Budget & Schedule

Task	Description	Target Start Date	Target Completion Date	CWCB Funds CO Watershed Restoration Prog.	CWCB Funds CWP	Other Funding Cash	Other Funding In-Kind	Total
1	River Restoration Plan and Implementation	7/1/2019	12/31/2024	\$50,000.00	\$0.00	\$25,000.00	\$48,000.00	\$123,000.00
2	Project Engineering and Permitting	7/1/2019	12/31/2024		\$25,900.00	\$24,100.00		\$50,000.00
3	Construction Phase 1--Utility Installation	7/1/2019	12/31/2024		\$38,600.00	\$86,400.00		\$125,000.00
3	Construction Phase 1--Parking lots and roads	7/1/2019	12/31/2024		\$85,500.00			\$85,500.00
	TOTALS			\$50,000.00	\$150,000.00	\$135,500.00	\$48,000.00	\$383,500.00