



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

WSRF – Y/W/G – Yampa River Basin Integrated
Water Mgmt. Project – CTGG1 2020-74

September 12, 2019

Colorado River Water Conservation District
Attn: Hunter Causey, Senior WRE
P.O. Box 1120
Glenwood Springs, CO 81602

Dear Grantee:

We are pleased to inform you that the Colorado Department of Natural Resources, Colorado Water Conservation Board (CWCB) has approved your grant project pursuant to the WSRF Grant Program (“Program”) and the Watershed Restoration Grant Program (“Program”). This letter authorizes you to proceed with Yampa River Basin Integrated Water Management Project (“Project”) in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions, as they are requirements of this Grant to which you, The Colorado River Water Conservation District, agree by accepting the Grant Funds.

If you have any questions or concerns regarding the project, please contact Chris Sturm, Project Manager at 303-866-3441 or at Chris.Sturm@state.co.us. Please send all grant correspondence directly to Chris.

Thank you.

Sincerely,

//s//

Doriann Vigil

Program Assistant II

O 303-866-3441 ext. 3250

1313 Sherman Street, Rm. 719, Denver, CO 80203

Dori.vigil@state.co.us / cwcb.state.co.us



**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# 139495 CTGGI 2020-74 Grant Amount \$389,494.00
Grantee Colorado River Water Conservation District Colorado River Water Project Enterprise 201 Centennial Street, #200 Glenwood Springs, Co 81601	Local Match Amount \$297,831.00
Grant Issuance Date The Effective Date (the date the State Controller or an authorized delegate signs this Grant Agreement) or (Date).	
Grant Expiration Date July 15, 2024	
Grant Authority Colorado Revised Statutes (CRS) §39-29-109(2)(c), §37-75-104(2)(c) and §37-75-102 et al., and Senate Bill 06-179 adopted by the 2006 General Assembly and SB18-218 Section 12 for the Colorado Watershed Restoration Grants and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.	
Grant Purpose Yampa River Basin Integrated Water Management Project	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Sample Option Letter 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: 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 3. Exhibit B, Budget. 4. Exhibit C, Sample Option Letter	

Principal Representatives For the State: Chris Sturm, Stream Restoration Coordinator Department of Natural Resources Colorado Water Conservation Board 1313 Sherman St., Room 718 Denver, CO 80203 Chris.sturm@state.co.us 303-866-3441 x3236	For Borrower: Hunter Causey, Senior WRE Colorado River Water Conservancy District P.O. Box 1120 Glenwood Springs, CO 81602 hcausey@crwcd.org 970-945-8522
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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: GREGORY JOHNSON

Title: SECTION CHIEF

Date: 6/13/19

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 Cleaf
Purchasing Director
CO Department of Natural Resources

Date: _____

9/12/2019

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.

EXHIBIT A - SCOPE OF WORK

1.0 INTRODUCTION AND BACKGROUND

The Yampa/White/Green Basin Roundtable (BRT) is committed to protecting and enhancing the Yampa River for agricultural, municipal, industrial, environmental and recreational users, as expressed in the 2015 Basin Implementation Plan and its eight goals. The BRT continued planning efforts by creating a sophisticated hydrology model of the Yampa and White river systems.

This IWMP scope of work provides a roadmap to collaboratively identify and support actions that help implement the basin goals. It was crafted through extensive stakeholder outreach in 2018 to assess local support, including:

- Consensus Building Institute, Inc. performed one-on-one interviews with approximately 40 major stakeholders and BRT members,
- Community Agricultural Alliance engaged over 100 agricultural producers in small group meetings,
- Wilson Water Group interviewed Division Engineer staff, and
- River Network facilitated three workshops for BRT members and interested citizens.

This project charts a path forward for the BRT to progress on Basin Implementation Plan (BIP) goals while also building relationships with water users in the basin and responding to their needs; both were key needs found in the scoping process. It will identify actions that users can take to protect existing and future water uses in the Yampa River basin and support healthy river ecosystems in the face of growing population, changing land uses and climate uncertainty.

2.0 PROJECT AREA, PHASING AND OBJECTIVES

This scope of work outlines a first phase of integrated water planning, focusing on four segments of the Yampa Basin, which are:

- Upper Yampa River: Yampa headwaters (Bear River and its tributaries) from the Flattops to Stagecoach Reservoir, Yampa mainstem to Lake Catamount, and Oak Creek basin.
- Middle Yampa River: Yampa mainstem from Elk River to Elkhead Creek
- Lower Yampa River: Yampa mainstem and Elkhead Creek from confluence to Deerlodge
- Elk River Basin: Elk River and major tributaries

As shown in Figure 1, these segments do not cover the entire Yampa River or all of the tributaries. In particular, the BRT supports the recently completed Stream Management Plan for the Yampa River through the City of Steamboat and does not wish to duplicate efforts.

Stakeholder outreach identified the four segments suitable for integrated planning, but due to resource constraints (people and money), availability of existing data and existing levels of willingness to collaborate, this scope of work recommends a phased approach.

Phase 1 will undertake Tasks 1-4 in all four segments, while Tasks 5-8 will proceed in two segments. In Phase 2, additional funding will allow the remaining two segments to proceed through Tasks 5-8. Work in Task 4 will determine which of the four segments are in Phase 1 and which are in Phase 2. It is not necessary for all Phase 1 work to be completed prior to starting Phase 2, if there is energy and funding to proceed.

Figure 2 outlines a summary of the tasks, the eight project objectives, and phasing.

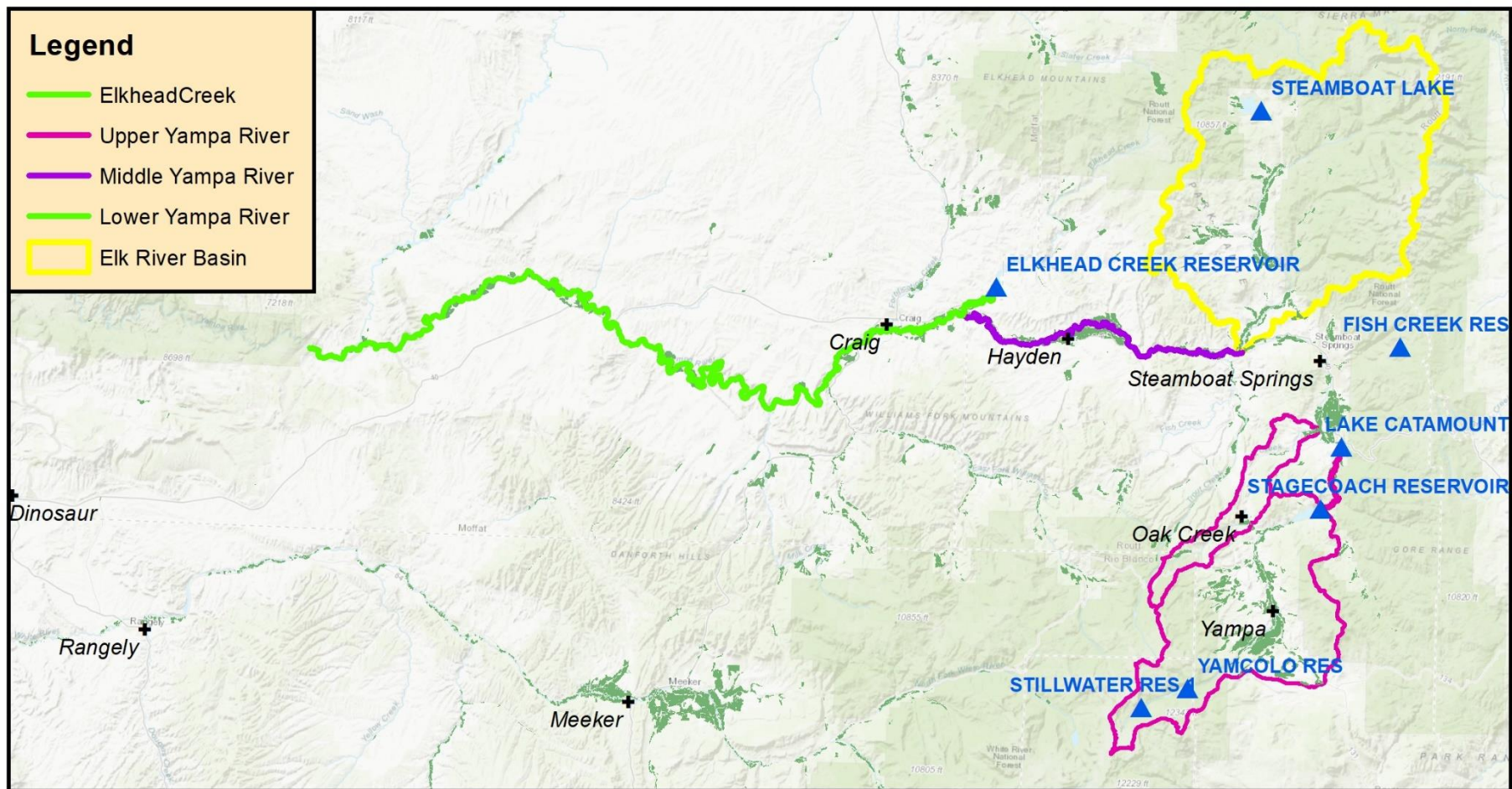


Figure 1: Map showing the four segments of the IWMP effort.

FIGURE 2: TASK SUMMARY	OBJECTIVE	PHASING FOR THIS GRANT
Task 1 Project Oversight & Coordination	Create an adequate structure of oversight and coordination to organize the efforts of the BRT, stakeholders, and consultants.	All Segments
Task 2 Stakeholder Engagement	Better understand water users' needs to build working relationships. Using a "do no harm" ethic, stakeholders will determine types of projects that can achieve water user needs and identify geographic areas in each segment as "focus areas" for improved river health.	All Segments
Task 3 Demonstration Projects	Identify or implement demonstration projects or strategies that can make a positive difference for water users and/or river health. Use them to show early results and build support for the IWMP by stakeholders.	All Segments
Task 4 Assess Conditions & ID Gaps	Inventory existing data and organize into a framework. Identify and prioritize data gaps.	All Segments
Task 5 Perform Field Work	Conduct field assessments or other appropriate techniques to address data gaps in non-consumptive and consumptive uses for the focus areas in each segment.	Phase 1 Segments
Task 6 Final Conditions Assessment	Blend Task 4 and 5 data on ecosystem conditions and water user needs to establish a baseline, identify trends and assess risk to priority non-consumptive and consumptive uses.	Phase 1 Segments
Task 7 Issues Prioritization	Use the BIP goals and measurable outcomes, plus any additional criteria, to prioritize, rank and evaluate the issues found during the assessment process.	Phase 1 Segments
Task 8 Develop Action Plans	Rank and evaluate the feasibility and effectiveness of solutions, then develop action plans and funding options for implementation of high priority actions.	Phase 1 Segments

3.0 KEY QUESTIONS

The goal of the proposed Yampa Integrated Water Management Project is to supplement on-going work by building **a roadmap to collaboratively identify and support actions that help implement the basin goals, and ultimately protect the use and benefits of the resource for future generations.** It will identify actions that users can take to protect existing and future water uses in the Yampa River basin and support healthy river ecosystems in the face of growing population, changing land uses and climate uncertainty.

The BRT identified a sub-set of the basin goals that are best addressed in this process. This does not imply that the goals not included are not important, just that they are best addressed in other ways. Additional conversations formed the following key questions that stakeholders in each segment will have the opportunity to explore through this project:

BIP Goal(s)	Key Questions
Protect and encourage agricultural uses of water in the YWG Basin within the context of private property rights. AND Improve agricultural water supplies to increase irrigated land and reduce shortages.	What are the needs for upgrading river infrastructure, how can those be met, and where are opportunities for diversion infrastructure projects that have multi-purpose benefits?
Quantify and protect non-consumptive water uses. AND Maintain and consider the existing natural range of water quality that is necessary for current and anticipated water uses.	• What do we already know about trends in river corridor health (flow, stream structure, habitat, riparian condition) and where do we need more information? • How can the stakeholders protect or enhance river corridor health, while securing water needs for the future given future challenges of water availability, population growth and climate uncertainty? • How can local stakeholders help address the needs of the endangered fish as per the Upper Colorado Endangered Fish Recovery Program post 2023? • What are opportunities for improving public river access, protecting open space and other recreation projects that will have positive economic impacts to landowners and Yampa basin communities?
Develop an integrated system of water use, storage, administration and delivery to reduce water shortages and meet environmental and recreational needs.	• Using existing hydrology models, how might river operations change in the future (new storage, conversion to sprinklers, changes in return flow patterns, etc.), and how would such changes impact the river compared to current operations?

	• Is there a collaborative opportunity for an integrated system of existing/new storage and releases that could improve river operations?
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4.0 TASKS

Task 1: Project Oversight and Coordination

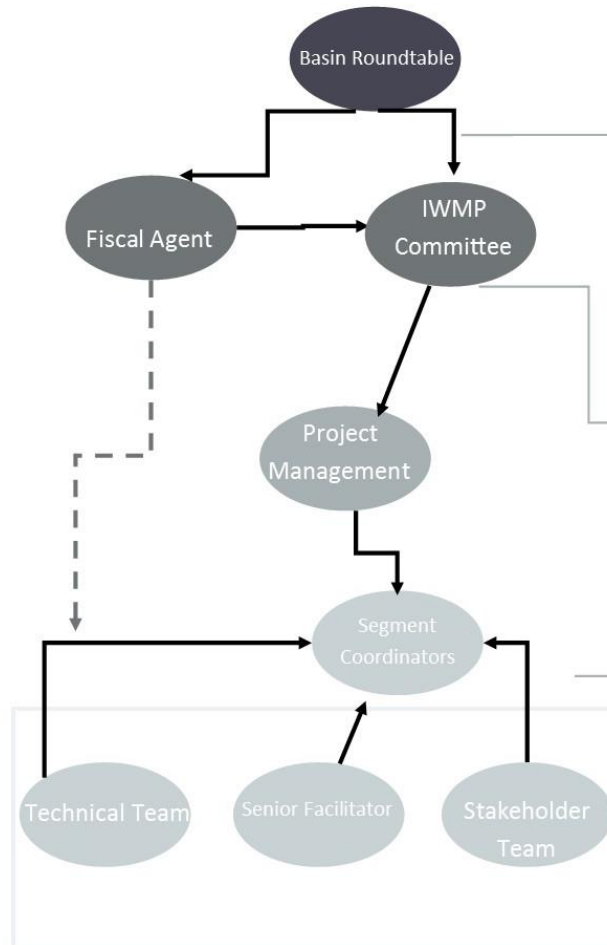
The IWMP will be a multi-year effort that will require active oversight and contracting. Because the BRT is not a legal entity and has no paid staff, it needs support from its member organizations to apply for funds, hire contractors, and carry out the necessary work.

Method/Procedure

To implement the IWMP, the BRT recommends a team approach, and has defined the following leadership structure, shown in Figure 3. The Roundtable understands that a team structure is needed for efficient decision-making and carrying out tasks, but it retains the final approval of all consultants, methods, scopes of work and budgets.

Deliverables

- IWMP Committee Update on all BRT agendas
- BRT minutes where votes are taken to proceed with scopes of work, budgets and final deliverables
- At least quarterly IWMP Committee meetings, including agendas and minutes
- Quarterly invoices and financial statements from Fiscal Agent to BRT
- Reports, as required, to all funders including CWCB



The **BRT** will provide overall project leadership and final approval for all scopes of works, budgets and final deliverables. It will be consulted on all major IWMP Committee decisions and take action when needed to issue approvals or adjust course.

Voting members of the **IWMP Committee** will be made up of appointments from the BRT and will reflect a diversity of stakeholders. Non-BRT members can be appointed to the IWMP Committee and all meetings are open to the public. The IWMP Committee will select contractors, consult on scopes of work, budgets and deliverables to assure consistency across the four segments. The Committee will ensure regular communication with the BRT and the Fiscal Agent.

The **Fiscal Agent** will apply for, receive, and steward project funding. They will meet the reporting requirements of all funding entities, contract with needed consultants and handle all payment and invoicing.

Project Management consists of a Project Manager and administrative support. The Project Manager provides oversight of the tasks, holds contractors accountable, communicates between the IWMP Committee and contractors, and ensures that the contractors are working together. The Project Coordinator will facilitate IWMP Committee meetings.

Administrative support will carry out IWMP Committee and BRT communications, approval processes, agenda distribution and minute taking. S/he will support the Fiscal Agent in reporting financial statements to the BRT on a regular basis.

Segment Coordinators will be hired by the Basin Roundtable (through the Fiscal Agent). They are the local point persons for each river segment and will be primarily responsible for maintaining communication between the local stakeholders, and the rest of the teams. Segment Coordinators will advise the Technical Team on the best way to communicate data and results to the stakeholders in their segment.

The **Senior Facilitator** will be hired by the Basin Roundtable (through the Fiscal Agent). They will provide meeting facilitation support to the Project Manager and will assist the Segment Coordinators with developing Stakeholder Engagement Plans.

The **Technical Team** will be hired by the Basin Roundtable (through the Fiscal Agent). They will perform the necessary assessment work to inform action plan development by local stakeholders and the IWMP Committee. Several local organizations desire to contribute to the technical work and will be part of the Technical Team.

The **Stakeholder Team** will be hired by the Basin Roundtable (through the Fiscal Agent). They will have expertise in designing and implementing effective stakeholder processes with a variety of stakeholder groups, including agricultural interests, recreation interests and the general public. Several local organizations desire to contribute to the stakeholder work and will be part of the Stakeholder Team.

Figure 3: Organizational Chart

Task 2: Stakeholder Engagement

Stakeholder engagement is the most important factor to successful IWMPs. Stakeholder engagement is needed to understand water users' needs and values, identify priority locations or issues in each segment to help guide characterization (Task 4) and additional data collection (Task 5), and to vet possible actions (Tasks 3 and 8).

Progress on this task has already started through initial scoping interviews, summarized in memos on www.yampawhitegreen.com. The following priority issues and areas of concern have already been identified:

- Water users desire education on the prior appropriation system, maintaining water rights, and opportunities to better protect their rights
- Stakeholders raised questions regarding late season irrigation return flows and the need for more science to investigate the quantity, timing and benefits to the river system
- Opportunities for irrigation structure improvement exist throughout the four segments
- Additional stakeholder engagement is needed to build trust with the agricultural community and to overcome distrust of government agencies and outside groups
- Opportunities for river recreation amenities and river restoration activities within the Town of Oak Creek and the City of Craig
- Education and deeper involvement in the Endangered Fish Recovery Program

Subtask 2.1 - Stakeholder Engagement Plans

All four segments will have their own stakeholder engagement plans that reflects the values, customs and desired outcomes of local residents. The Engagement Plans will lay out a process for two-way communication to ensure local input helps identify concerns, prioritize data needs and vet actions.

Method/Procedure

Engagement Plans are the primary responsibility of the Segment Coordinators. The plans will be collaboratively crafted by the Stakeholder Outreach Team and the Segment Coordinators. Most implementation will be done by the Segment Coordinators, with input and guidance from the Stakeholder Outreach Team as needed.

It is anticipated that the Phase 1 segments will each require extensive one-on-one outreach to stakeholders, six small group meetings, and four public meetings/field trips for demonstration projects over the 3 year period. At least a 50 percent FTE in each of the two segments is recommended. Phase 2 segments will require less one-on-one outreach to stakeholders due to fewer needs for data collection and reporting. They will each require approximately four small group meetings/field trips, and two public meetings. At least a 25 percent FTE in each of the two segments is recommended.

Deliverables

- Stakeholder engagement plans for each segment, approved by the BRT
- Summary of interviews, group meetings, and public meetings
- Guidance to Technical Team on priority issues, geographic areas of concern, and desired actions.

Subtask 2.2 - Water Rights Education

A common theme from scoping interviews is the need for additional education for water users on the prior appropriation system, the value of a water right, and maintaining a water right. Subtask 2.2 will be written into the Task 2.1 Engagement Plans, but is outlined separately here.

Method/Procedure

The Technical Team and Stakeholder Outreach Team will partner with the Division Engineer's Office to develop educational programs for agricultural water users. While much of this material already exists, it will be customized for the Yampa River. The Segment Coordinators will work with the Stakeholder Outreach Team to set up small coffee-shop meetings and one-on-one conversations with irrigators. These meetings will not address questions about individual water rights.

The educational material will cover:

- A brief overview of the prior appropriation system
- How water rights are valued (using agriculture to municipal transfers as a case study)
- How water rights are maintained (diverting water to beneficial use) and the need for measurement devices and how they benefit the water user
- The requirements for requesting a call on the river
- How the division staff administers a call
- How the Colorado River Basin Drought Contingency Plan may unfold

Deliverables

- Educational material developed by the Technical Team and Stakeholder Outreach Team and the Division Engineer
- Summary of meeting participation

Task 3: Identify and Implement Demonstration Projects and Case Studies

Some stakeholders expressed frustration with long planning processes and few actions to show for it. The use of demonstration projects is one way to provide education on successful strategies and projects. It also allows the IWMP Committee to show progress to stakeholders and build trust in the IWMP process.

Method/Procedure

The Segment Coordinators, Technical Team, and Stakeholder Outreach Team will work together to identify recently completed or on-going projects that address priority issues. The goal is to identify or implement at least one demonstration project per priority issue. The demonstration projects and case studies are not intended to be segment specific. Indeed, some of the most compelling case studies may be found outside the Yampa Basin.

These demonstration projects may be engineering solutions, such as innovations to headgate design, stream channel reconfiguration, or wetland restoration. They may also be case studies of strategies to improve recreational access, integrated storage, alternative water transfer methods, or successful approaches to endangered fish recovery. The demonstration projects

may also be “what-if” modeling scenarios to look at alternative reservoir operations or changes in irrigation efficiency.

Some demonstration projects ideas brought forward during scoping include Elkhead Creek sedimentation restoration (ongoing by Trout Unlimited (TU)), Woolery Ditch diversion rehabilitation to mitigate risk to recreation (new project), and campground development in Little Yampa Canyon (ongoing by Bureau of Land Management (BLM) & Friend of the Yampa (FOTY)). The short-list of physical demonstration projects, case studies, and modeling scenarios will be presented to the IWMP Committee, who will select the final demonstrations. The teams will work together to educate stakeholders through tours or workshops.

If the desire is to build a demonstration project for the IWMP, the Segment Coordinators will identify local projects with high stakeholder interest that can be implemented within the project timeline. The Segment Coordinators will be responsible for finding funding. The Technical Team will recommend appropriate technical professionals who can provide detailed drawings and cost estimates that meet all federal and state permitting requirements.

Deliverables

- List of recommended demonstration projects, case studies, and modeling scenarios
- Materials developed to support the tours or workshops
- Stakeholder feedback from the tours or workshops and/or tours
- A “lessons learned” document to guide the selection of future action plans in Task 8.

Task 4: Assess Existing Conditions and Identify Information Gaps

To understand the range of actions available to Yampa Basin stakeholders, an understanding of the physical and legal conditions must be developed. This task begins to address physical conditions of the Yampa Basin and explores the legal framework of water administration.

A wealth of scientific and technical information already exists for the Yampa River, although much of it is at a basin-wide scale. Scoping interviews identified many reach-scale (as opposed to basin-scale) opportunities for the IWMP. Examples include river restoration projects to improve fisheries or recreational amenities, headgate improvements and measuring device installation, reservoir repairs and bank erosion control. Using these ideas as a filter, The Nature Conservancy performed an initial data inventory and gap assessment. It recommends further reach-scale, targeted data collection to identify project options. This task will build on TNC’s initial data inventory to develop an information gap analysis, prioritize those gaps, and recommend a range of methodologies to address priority gaps in each segment.

Subtask 4.1 - Organize Existing Information and Characterize Conditions

This project seeks to integrate information on a number of variables to identify strategies that meet multiple needs. These variables include ecosystem variables such as fisheries health, hydrology, riparian condition, etc. They also include the delivery of goods and services to communities such as adequate irrigation water, flood attenuation, bank stability near infrastructure, etc. Several frameworks exist to organize existing information into a format that can facilitate characterization and prioritization. The Colorado Basin Roundtable’s document

Integrated Water Management Planning in the Colorado River Basin (June 2018) lays out 22 variables to consider in this process, and is one such framework to consider.

Method/Procedure

The Technical Team will recommend a framework to the IWMP Committee that will be used to communicate available information to stakeholders. Building off the work performed by TNC during the scoping process, the consultants hired by the IWMP Committee will perform a literature review for scientific and engineering studies looking back 25 years and collect relevant datasets. Additionally, the consultants will collect information on population growth, land use change, and climate condition for the past 25 years. The consultants will then organize existing information on an array of consumptive and environmental/ recreational variables into the framework's format and initially characterize existing conditions.

Deliverables

- Inventory of existing information organized into selected framework format
- Technical memo that initially characterizes existing conditions on an array of consumptive and environmental/recreational variables

Subtask 4.2 - Identify Priority Gaps and Recommend Methods

Task 4.2 will identify knowledge gaps that limit the ability to characterize important consumptive and environmental/recreational variables at a reach scale. This information will be combined with stakeholder input to identify the most important data gaps to fill.

Method/Procedure

Using the data inventory and characterization from Task 4.1, as well as stakeholder input from Task 2.1, the IWMP Committee will identify priority data gaps to be filled in all four segments. The Technical Team will develop a recommendation on a range of methodologies best suited for addressing the gaps in each segment. The IWMP Committee will combine this information with stakeholder input in Task 2 to develop a recommendation for the BRT on which segments should proceed, and which segments are in Phase 2. Several local organizations have offered their expertise to develop the methodologies and perform the needed field work, and their work will supplement that of hired consultants on the Technical Team.

Deliverables

- Memo from IWMP Committee that identifies priority data gaps in all four segments
- Memo from Technical Team and its consultants that recommends methodologies and costs to fill data gaps with additional field work
- Recommendation from IWMP Committee to the BRT on which segments proceed with Tasks 5-8 and which are in Phase 2.
- BRT vote to proceed with segments as recommended, or another plan

Subtask 4.3 - Legal Framework Assessment

Prior stakeholder outreach identified both the need for water administration education (Task 2.2) and better understanding of the legal constraints and potential flexibility.

Method/Procedure

The Technical Team (and its consultants) will document the legal framework that governs water administration in the Yampa Basin. The Technical Team will collaborate with the Segment Coordinators to identify specific concerns or ideas from the stakeholders. The Technical Team and its consultants will review administrative protocols published by the State of Colorado and interview the Division Engineer. The Technical Team and its consultants will work with the Colorado Water Trust to identify potential strategies that could be adopted more widely in the Yampa Basin.

Deliverables

- Technical memo on the legal framework governing the Yampa Basin
- Identify potential strategies and options for flexibility

Task 5: Perform Field Assessments and Model Refinements

In this task, the Technical Team and its consultants will perform the field work needed to fill data gaps identified in Task 4. In addition to those gaps, prior work by the BRT identified the need to conduct an agricultural infrastructure inventory and StateMod refinements. This task will involve a combination of field surveys, models or other appropriate techniques to address data gaps.

Subtask 5.1 - Field Assessments

This task will involve collection of field data in Phase 1 segments only to fill data gaps identified in Task 4. Potential field assessments include macroinvertebrate surveys, riparian corridor mapping, recreation infrastructure surveys, return flow studies, etc.

Method/Procedure

The Technical Team and its consultants will use the stakeholder identified focused areas and the IWMP Committee memo on data gaps (Task 4.2) to generate a preliminary list of assessment locations. The preliminary list will be vetted by the Segment Coordinators, and they will perform outreach with landowners to assess their willingness to allow access for field surveys. Where access is granted, the Technical Team and its consultants will undertake the necessary data collection. It is anticipated that the field investigations will be completed in a maximum of two field seasons.

Deliverables

- Final list of assessment locations and methodology
- Technical memo(s) summarizing findings

Subtask 5.2 - Agricultural Infrastructure Current Conditions Inventory

Stakeholders have been clear that agricultural infrastructure is in need of improvement, but there is limited documentation about specific needs. This task will perform an inventory of agricultural infrastructure in all four segments to document local needs. The assessment will focus on concentrated areas of high-leverage agricultural infrastructure.

The BRT understands that inventories of agricultural infrastructure can be sensitive information. Therefore, this task will be funded by private sources to allow flexibility in how much information is made available to the public.

Method/Procedure

The Technical Team and its consultants will conduct site visits on a maximum of 50 river structures in all segments. The structures will be selected based on the relative size of current diversions, input from the IWMP Committee, Segment Coordinators, and water commissioners. The goal is to identify those structures with the highest potential for improvement that could generate positive impacts for the river. The Technical Team will work with the Segment Coordinators to get permission to access private property. If permission is not granted, the structure will not be included in the inventory. The site visit will be a field inspection of the river headgate, ditch conditions, and measurement device. If no measurement device is present, the assessment will note the ditch conditions immediately adjacent to the river and the need for a measurement device. The site visit will inventory and assess:

- Type of control structure at the headgate
- Type of measurement device and level of functionality
- Overall structural integrity and diversion functionality
- Ability of the structure to divert a wide range of flows
- Apparent deficiencies that may negatively affect fish habitat and fish passage
- Apparent deficiencies that may negatively affect recreational boating

Deliverables

- Memo documenting the site visits, including maps and photographs of structures and findings from the field inspection. Only those structures that land/water right owners approve for inclusion will be detailed in the report. All structures assessed will be included in summary statistics by reach. The Technical Team and contractors will provide their professional opinion about the likelihood of infrastructure improvement have a significant impact on diversion efficiency and/or river health to help with prioritization of recommendations.
- GIS layers of the infrastructure assessed

Subtask 5.3 - StateMod Refinement

The BRT has spent considerable effort refining the State of Colorado's Yampa River Basin StateMod model. The model currently represents major municipalities, industrial users, and irrigation structures with at least 5 cfs of total water rights. Smaller structures that are important to the administration conditions in the basin are also represented. The remaining small structures are grouped together by watershed area and represented at a common demand location in the model. The model runs on either a monthly or a daily time step, which is required for assessing most environmental and recreational needs. The irrigated acreage to water right assignment is critical to the model operations.

Method/Procedure

The Technical Team and its consultants, with input from Division Engineer Staff, will evaluate the State of Colorado irrigated acreage GIS coverage to determine if any corrections or refinements need to be made. It is not anticipated that large-scale overhauls of the irrigated acreage assignments will be necessary.

A targeted approach to refining the spatial resolution of StateMod will be undertaken by the Technical Team. Priority areas identified in Tasks 2 and 4 that are not modeled with sufficient resolution will be refined. If diversion records must be estimated, the modelers can work with the stakeholders to understand typical irrigation practices to inform estimation techniques. The Technical Team and its consultants will evaluate the need for including smaller reservoirs, which have previously been excluded due to limited storage data, but may be important on a local reach level.

Deliverables

- GIS layers of updated irrigated acreage (if any)
- Technical memo documenting StateMod refinements
- StateMod model input and output files

Task 6: Final Conditions Assessment

This task will consider the technical information gathered under Tasks 4 and 5 and build on it by incorporating results from future conditions modeling. The framework selected in Task 4 will be used to synthesize information on ecosystem conditions and delivery of important services to communities, such as water supply to consumptive uses and stream flow conditions to support recreational opportunities. The modeling will provide information about possible trajectories for the basin. The Technical Team will offer their professional opinions on possible system stressors in high priority areas. This assessment will be presented in a technical memo to the IWMP Committee and offer both a snapshot of conditions today, as well as how they might change into the future. How much effort is spent on an individual variable will depend upon its importance to stakeholders, with locally important variables having a deeper focus.

Subtask 6.1 - Future Conditions Modeling

Method/Procedure

Based on the feedback collected from the stakeholders by the Segment Coordinators, the Technical Team and its consultants will develop three modeling scenarios to explore alternative visions of the future. This may include scenarios with higher population, a conversion from production agriculture to ranchettes, or hydrology under climate change. The results from the modeling will be presented based on the framework selected in Task 4.

Deliverables

- Modeling results will be incorporated into the framework

Subtask 6.2 - Conditions Assessment Report

Method/Procedure

The Technical Team and its consultants will create a report documenting the results of Tasks 4, 5 and 6. This report will include the framework results for the assessment locations in each segment and incorporate information from each technical memo. Information will be provided in a variety of formats, including graphs, figures, maps, and detailed explanations.

Deliverables

- Comprehensive report summarizing the results of the conditions assessment, identifying trends, probable drivers and stressors of environmental conditions
- GIS layers to facilitate decision-making by stakeholders and IWMP Committee.

Task 7: Develop Decision-Making Criteria

A key component of an IWMP is prioritizing issues found during the assessment process and identifying how to quantify progress. To this end, the IWMP Committee will select decision making criteria that will be used to prioritize, rank and evaluate the issues found during the assessment process, as well as the feasibility and effectiveness of solutions. The Basin Implementation Plan goals and measurable outcomes are a logical starting point for these criteria, and will be added to through stakeholder input tasks.

Method/Procedure

Selecting the decision-making criteria will be facilitated by the Project Coordinator and the Technical Team. The metrics selected by the IWMP Committee should reflect the priority issues and areas defined by the stakeholders in Task 2 and provide a level of consistency across the segments. By defining measurable objectives, the IWMP Committee will provide a meaningful set of standards to guide the selection of demonstration projects or case studies in Task 3 and determine how future actions will be prioritized in Task 8.

Deliverables

- Summary of the decision-making criteria and how it will be applied to evaluate demonstration projects, case studies and future actions, approved by BRT.

Task 8: Develop and Prioritize Action Plans

Method/Procedure

Working with stakeholders, the IWMP Committee and all other team members will brainstorm and compile potential options to make measurable progress on the priority issues. The document will outline, for each option, the level of feasibility and return on investment and provide a grade that balances all of these.

The IWMP Committee will prioritize the options list using additional criteria, including feedback from the demonstration projects and decision-making criteria developed in Task 7. The list of options for each segment will include a project description, a time line, a budget, and a lead agency. The IWMP Committee will provide their findings to the BRT and will coordinate with the identified lead agencies on beginning to implement the high priority, short-time line projects.

Deliverables

- Initial list of options with a grade
- Prioritized action plans , approved by BRT

REPORTING AND FINAL DELIVERABLE

Reporting: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or

partial completion 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 Deliverable: At completion of the project, the applicant shall provide the CWCB a final report that summarizes the project and documents how the project was completed. This report may contain photographs, summaries of meetings and engineering reports/designs.

EXHIBIT B - BUDGET & SCHEDULE

Yampa River Basin Integrated Water Management Project

Budget & Timeline Table

Task	Description	Target Start Date	Target Completi on Date	CWCB Funds CO Watershed Restoration Prog.	CWCB Funds WSRF	Other Funding Cash	Other Funding In-Kind	Total
1	Project Oversight and Coordination	7/15/19	7/15/24	\$10,376.00	\$ 1,739	\$13,060	\$23,400	\$48,575
2	Stakeholder Engagement	7/15/19	7/15/24	\$66,880.00	\$ 71,500	\$7,560	\$72,280	\$218,220
3	Identify and Implement Demonstration Projects and Case Studies	7/15/19	7/15/24	\$14,750.00	\$ 26,524	\$0	\$4,550	\$45,824
4	Assess Existing Conditions and Identify Information Gaps	7/15/19	7/15/24	\$11,480.00	\$ 15,330	\$0	\$13,260	\$40,070
5	Perform Field Assessment and Model Refinement	7/15/19	7/15/24	\$58,954.00	\$ 27,771	\$71,225	\$33,670	\$191,620
6	Final Conditions Assessment	7/15/19	7/15/24	\$35,255.00	\$ 645	\$0	\$13,975	\$49,875
7	Issue Prioritization	7/15/19	7/15/24	\$15,290.00		\$0	\$5,850	\$21,140
8	Develop and Prioritize Action Plans	7/15/19	7/15/24	\$22,000.00		\$0	\$11,050	\$33,050
	Grant Administration	7/15/19	7/15/24		\$ 11,000	\$27,951	\$0	\$38,951
	TOTALS			\$234,985.00	\$ 154,509	\$ 119,796	\$ 178,035	\$687,325

EXHIBIT C, OPTION LETTER

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter Number
Grantee Colorado River Water Conservation District Colorado River Water Projects Enterprise 201 Centennial Street, #200 Glenwood Springs, Co 81601	Original Agreement Number CMS# 139495 CTGG1 2020-74
Current Agreement Maximum Amount (Initial Term)	Option Agreement Number
	Agreement Performance Beginning Date
	Current Agreement Expiration Date

1. **OPTIONS:**
 - A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
 - A. **For use with Option 1(A):** In accordance with Section 2.A., of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning _____ and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
 - A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Natural Resources Colorado Water Conservation Board By: _____ Greg Johnson, Section Chief Colorado Water Conservation Board Date: _____	In accordance with §24-30-202, C.R.S., this Option 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: _____ Title: _____ Option Effective Date: _____
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