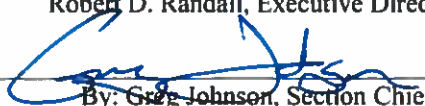
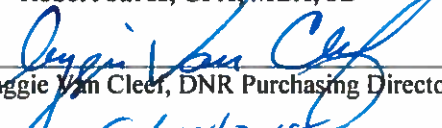


# GRANT AWARD LETTER

## SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Grant Amount</b> Total for Grant Term: \$108,200
<b>Grantee</b> Ouray County P.O. Box C, 541 Fourth Street Ouray, CO 81427	<b>Grant Numbers</b> CMS #109281 CORE #CTGG1 2018- 1926
<b>Grant Issuance Date</b> 6/15/18 The later of 05/01/2018 or the date the State Controller or an authorized delegate signs this Grant Agreement. <b>Grant Expiration Date</b> 08/31/2019	
<b>Grant Project Name</b> Upper Uncompahgre Cooperative Stream Management Plan <b>Grant Purpose</b> The purpose of this project is to develop a Stream Management Plan that sets as its objectives the identification of sources of water, & projects both immediate & future, to fulfill the reasonable expectations of water needs for all users in Ouray County, including M&I, agricultural, for the present & the future within the Upper Uncompahgre Basin.	<b>Local Match</b> Total Match for Grant Term: \$26,750.00

### THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p><b>STATE OF COLORADO</b>          John W. Hickenlooper, Governor          Department of Natural Resources          Robert D. Randall, Executive Director</p> <p>By:           By: Greg Johnson, Section Chief          Colorado Water Conservation Board</p> <p>Date: 5-17-18</p>	<p>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.</p> <p><b>STATE CONTROLLER</b>          Robert Jaros, CPA, MBA, JD</p> <p>By:           By: Maggie Van Cleef, DNR Purchasing Director</p> <p>Date: 6/18/2018</p>
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## 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, shall have the option to extend the performance under this Grant Award Letter beyond the Initial Term for a period, or for successive periods, of one (1) year or less under the same terms specified in the Grant Award Letter (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit C**.

### 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. 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. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

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 a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### 4. 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”** means the following exhibits attached to this Grant Award Letter:
  - i. **Exhibit A**, Statement of Work
  - ii. **Exhibit B**, Budget and Schedule
  - iii. **Exhibit C**, Sample Option Letter
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an Option Letter (see Exhibit C).
- 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. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- M. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- N. **“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.
- O. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- P. **“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.
- Q. **“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.

- R. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- S. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- T. **“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.

## 5. **PURPOSE**

This Project will develop a Stream Management Plan that sets as its objectives the identification of sources of water, and projects both immediate and future, to fulfill the reasonable expectations of water needs for all users in Ouray County, including M&I, agricultural, for the present and the future within the Upper Uncompahgre Basin. The County’s efforts to achieve these goals will include coordination of stakeholders, the formation of a Steering Committee, modeling objectives and scenarios, development and evaluation of various water supply and management strategies, identifying water supply and efficiency projects, and report preparation and administration.

## 6. **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.

## 7. **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. 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.

### B. **Erroneous Payments**

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due

under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit B (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. 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.

## **8. 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 §7D, 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 federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award.

## **9. 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 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.

## **10. 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 including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (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 Addendum attached to this Contract. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 §15.

State Agency: Megan Holcomb, Project Manager  
Colorado Water Conservation Board  
1313 Sherman Street, Rm. 718  
Denver, CO 80203  
[Megan.Holcomb@state.co.us](mailto:Megan.Holcomb@state.co.us)

Grantee: Connie Hunt, County Administrator  
Ouray County  
P.O. Box  
Ouray, CO 81427  
[chunt@ouraycountyco.gov](mailto:chunt@ouraycountyco.gov)

## **16. 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.

## **17. 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 GIA; 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 Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

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

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the Grant Award Letter.
- ii. Exhibit A, Statement of Work
- iii. Exhibit B, Budget,
- iv. Exhibit C, Option Letter.

Option Letters or amendments shall have priority in the area that they modify.

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 C, OPTION LETTER (SAMPLE)

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Option Letter Number</b>  
<b>Grantee</b> Ouray County P.O. Box C, 541 Fourth Street Ouray, CO 81427	<b>Original Agreement Number</b> CMS# 109281 CTGG1 2018-
<b>Current Agreement Maximum Amount</b> (Initial Term)	<b>Option Agreement Number</b>
	<b>Agreement Performance Beginning Date</b>
	<b>Current Agreement Expiration Date</b>

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.C., 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.

<p style="text-align: center;"><b>STATE OF COLORADO</b>  <b>John W. Hickenlooper, Governor</b>          Department of Natural Resources          Colorado Water Conservation Board</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Option Effective Date: _____</p>
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<b><u>Colorado Water Conservation Board</u></b>	
<b>Water Supply Reserve Fund</b>	
<b><u>Exhibit A - Statement of Work</u></b>	
<b>Date: (include all edit date)</b>	<b>1/30/2018</b>
<b>Water Activity Name:</b>	<b>Upper Uncompahgre Cooperative Stream Management Plan</b>
<b>Grant Recipient:</b>	<b>Ouray County</b>
<b>Funding Source:</b>	<b>CWCB Statewide Water Supply Reserve Fund</b>
<b>Water Activity Overview:</b> <p>The proposed Stream Management Plan will build on the 2016 study by Wright Water Engineers, Inc., (WWE), titled <i>Upper Uncompahgre Water Supply Protection and Enhancement Project, (2016 Study)</i>, which concluded there were significant existing shortages of water during dry years, particularly for agricultural uses, and that there were gaps that could be anticipated in the future with anticipated growth in the county, including needs for in-stream water for recreation, wildlife, fish and habitat, a thriving agricultural economy, and to ensure adequate municipal and related uses of water. The goal of this Stream Management Plan is to identify sources of water, and projects both immediate and future, to fulfill the reasonably expected needs of water for all users in Ouray County, including municipal, industrial, agricultural, for the present and the future. The basins to be considered in the Stream Management Plan include all of the Upper Uncompahgre Basin (UUB).</p> <p>Activities that the WSRF will fund include coordination of stakeholders and formation of a Steering Committee, modeling objective and scenarios, work with the Steering Committee in development and evaluation of various water supply and management strategies, identify water supply and efficiency projects, report preparation and administration.</p>	
<b>Objectives: (List the objectives of the project)</b>	
<ul style="list-style-type: none"><li>• Coordinate with Project Stakeholders and Formation of Steering Committee</li><li>• Model Objective and Scenarios</li><li>• Work with Steering Committee on Developing and Evaluating Various Water Supply and Management Strategies</li><li>• Identify Water Supply and Efficiency Projects</li><li>• Prepare final Upper Uncompahgre Cooperative Stream Management Plan</li></ul>	



Tasks
<b><u>Task 1 - Coordination with Project Stakeholders and Steering Committee</u></b>
Description of Task: <p>This project will require a high level of coordination and communication between all project stakeholders. An initial project kickoff meeting with all project stakeholders will occur to navigate efforts, and gather baseline information from the steering committee.</p>
Method/Procedure: <p>A steering committee has been formed for this project by Ouray County and is comprised of Tri-County, City of Ouray, Town of Ridgway, Ouray County Water Users Association, Trout Unlimited, and representatives for local ranches and Ouray County citizens. This steering committee will provide the project with a solid foundation to better understand existing and future basin water needs, potential water sources and inform practical water management practices in the Upper Uncompahgre Basin.</p> <p>Three public engagement meetings are anticipated at key stages in the projects development. The first public meeting will provide the public an opportunity to learn about the work performed as part of the 2016 Water Supply Protection and Enhancement Study for the UUB, how this new study intends to address and identify specific projects to bridge the water gaps identified in the 2016 study, and to provide initial input and feedback to the steering committee.</p>
Grantee Deliverable: <p>Public and stakeholder input from these meetings will be considered and included in the Final Stream Management Plan.</p>
CWCB Deliverable: <p>Inclusion of public and stakeholder input from these meetings in the Final Stream Management Plan.</p>



## Tasks

### **Task 2 - Modeling Objective and Scenarios**

#### Description of Task:

The 2016 Water Supply Protection and Enhancement Study, reviewed the following reaches in the Upper Uncompahgre River Basin:

- Region 1: Uncompahgre River Downstream of Ridgway Reservoir
- Region 2: Dallas Creek and its tributaries
- Region 3: Uncompahgre River Upstream of Ridgway Reservoir
- Region 4: Cow Creek and its tributaries

As a result of this study all four regions, Dallas Creek, Cow Creek, and the Uncompahgre River above and below Ridgway Reservoir were identified as streams requiring improvements with respect to stream management. In addition to top priorities such as recreational and environmental uses, the study suggested multi-use projects benefiting multiple water shortage types in the UUB should be considered while protecting vested water rights and other uses in the area.

Following review of existing models and datasets, the 2016 study identified that the use of a monthly model was limited in its ability to provide detailed results for the subject stream regions. Colorado's Decision Support System provides a robust framework to water providers on a monthly time step but is not currently able to provide results on a shorter time step. This Scope of Work proposes to further evaluate key findings by developing a daily water allocation model based on best available data in the UUB and disaggregated monthly data provided by both private and public agencies.

#### Method/Procedure:

At this stage, this more refined model of the Upper Uncompahgre Basin will focus on the following objectives:

1. Assess daily streamflow in relation to recreational and environmental instream targets.
2. Further refine existing demands and shortages for municipal, industrial and irrigation uses.
3. Model Ridgway Reservoir operations including hydropower, to evaluate impact to reservoir operation and hydropower production.
4. Identify initial recommendations for model scenarios to reduce both consumptive and non-consumptive water user gaps.

In summary, this daily water allocation model will provide the ability to more accurately analyze existing and future water demands and depletions, water supply shortages, augmentation requirements and exchange potential to address issues across multiple water use types.

Two stakeholder meetings are anticipated to occur at the onset and at the end of this task. The first meeting will be to meet and discuss the stream management plan development and modeling objectives. This meeting will be intended to help inform the basis of design for approaches to the model's development.

After initial model development and calibration has been completed a meeting will be held with the steering committee to review model calibration and discuss the development of modeling scenarios.



Tasks
Grantee Deliverable:
Modeled scenarios in the draft and final Stream Management Plan from calibrated model, as described in modeling objectives 1 through 4, above.
CWCB Deliverable:
Modeled scenarios in the final Stream Management Plan Report, as described in modeling objectives 1 through 4, above.

Tasks
<b><u>Task 3 - Working with Steering Committee on Developing and Evaluating Various Water Supply and Management Strategies</u></b>
Description of Task:
The 2016 study identified potential water supplies within the UUB. Task 4 will further quantify these water supply sources and develop water management strategies and their quantifiable benefits for each stream region while considering the impacts to the UUB as a whole.
Method/Procedure:
Strategies will be developed using a holistic approach in order to prevent the implementation of strategies which increase supply for one use while depleting another. This analysis will focus on the following: <ul style="list-style-type: none"><li>• Further identify, beyond those identified in the 2016 study, any additional sources of supply in the UUB using the results of the daily time-step water allocation model.</li><li>• Excess water supply evaluation of Ridgway Reservoir and how this excess water can be utilized for uses within one or more stream regions without impacting hydropower operations.</li><li>• Develop stream management strategies and their quantifiable benefits to daily in-stream flows for each stream region. These could include, but not be limited to:<ul style="list-style-type: none"><li>○ Development of additional supplies including storage</li><li>○ Increased irrigation efficiency</li><li>○ Non-diversion agreements</li><li>○ Instream donations</li><li>○ Interruptible water supply agreements</li></ul></li></ul>
The goal of this task will be to develop information in support of a stream management plan for each stream region, providing a framework for maximizing the water supply for each use identified in the 2016 study.
At this point, the second public meeting will occur after the existing conditions model has been completed and the results of the potential management scenarios have been developed. This meeting will provide the public an opportunity to learn about which management scenarios are being considered, how the model has been used to develop management scenarios, the potential reductions in water gaps as a



Tasks
result of implementing those scenarios and provide feedback to the steering committee for the scenarios being considered.
After this meeting any necessary refinements to the model or the scenarios will be implemented.
Grantee Deliverable:
Written description of refinements made to the model in the draft and final Stream Management Plan.
CWCB Deliverable:
Written description of refinements made to the model in the final Stream Management Plan.

Tasks
<b><u>Task 4 - Identify Water Supply and Efficiency Projects</u></b>
Description of Task:
Potential additional water supply locations identified in Task 3 will be evaluated in the field for feasibility. Based on information collected during the site visit, a summary of recommended next steps for potential development of these water supply projects will be incorporated into the stream management report.
Method/Procedure:
<p>Several ditches within the UUB were identified in the 2016 Report for water efficiency projects. Using the water allocation model, the individual projects which have high potential for providing water savings will be selected within the UUB. The primary goal of this task will be to turn these projects towards shovel-ready status. For each project the following tasks will be performed:</p> <ul style="list-style-type: none"><li>• Perform site visit to document existing conditions, potential project constraints, including potential adverse impacts to return flow patterns, and assess the feasibility of each project, including considerations for permitting.</li><li>• Develop conceptual level engineering designs and cost estimates for each project.</li><li>• Assess the potential water savings and expected impacts to water gaps as a result of the implementation of each project.</li></ul> <p>Several potential reservoir sites were also identified in the 2016 Report. Using the water allocation model, sites which have high potential for providing additional water supplies will be selected within the UUB. A geotechnical engineer will accompany the site visit to evaluate the feasibility of these reservoir sites. A preliminary geotechnical investigation will be performed at one or more of these field identified locations in an effort to further assess their constructability.</p>



Tasks
Grantee Deliverable:
The results of this task 4 investigation will be summarized in the draft and final Stream Management Plan.
CWCB Deliverable:
The results of this task 4 investigation will be summarized in the final Stream Management Plan.

Tasks
<b><u>Task 5 - Stream Management Report Preparation</u></b>
Description of Task:
The report will include the preparation of tables, figures, and analysis of current and future water demands, shortages, on a daily time step and water use sector for each stream reach identified above. The report will provide future water development scenarios, provide recommendations on stream management approaches and future water supply development projects in order to facilitate a future augmentation and exchange plan for the Upper Uncompahgre River Basin including conceptual cost opinions and a preliminary analysis of potential impacts.
Method/Procedure:
A synopsis of water demands and supplies will be prepared for each jurisdiction and reviewed with each jurisdiction before providing to the overall stakeholders group. A preliminary draft of the report will be circulated to stakeholders and comments will be incorporated into the final draft. A meeting with stakeholders will be conducted for review of the final draft. Comments from this meeting will be incorporated to produce the final report.
Grantee Deliverable:
A draft and final Upper Uncompahgre Cooperative Stream Management Plan document.
CWCB Deliverable:
A final draft of the Upper Uncompahgre Cooperative Stream Management Plan document.
Additionally, Grantee will provide the CWCB a progress report every six months, beginning from the date of issuance of a purchase order. 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.





### Budget and Schedule

**Exhibit B - Budget and Schedule:** 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. A separate excel formatted Budget is required for engineering costs to include rate and unit costs.

### Reporting Requirements

**Progress Reports:** The grantee 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. The CWCB may withhold reimbursement until satisfactory progress reports have been submitted.

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

### Payments

Payment will be made based on actual expenditures, must include invoices for all work completed and must be on grantee's letterhead. 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.

The CWCB will pay the last 10% of the entire water activity 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 water activity and purchase order or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to CWCB within 90 days of the expiration of a purchase order or contract may be denied consideration for future funding of any type from CWCB.

### Performance Requirements

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 Grant Guidelines, the CWCB will pay out the last 10% of the budget when the final deliverable is completed to the satisfaction of CWCB staff. Once the final deliverable has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

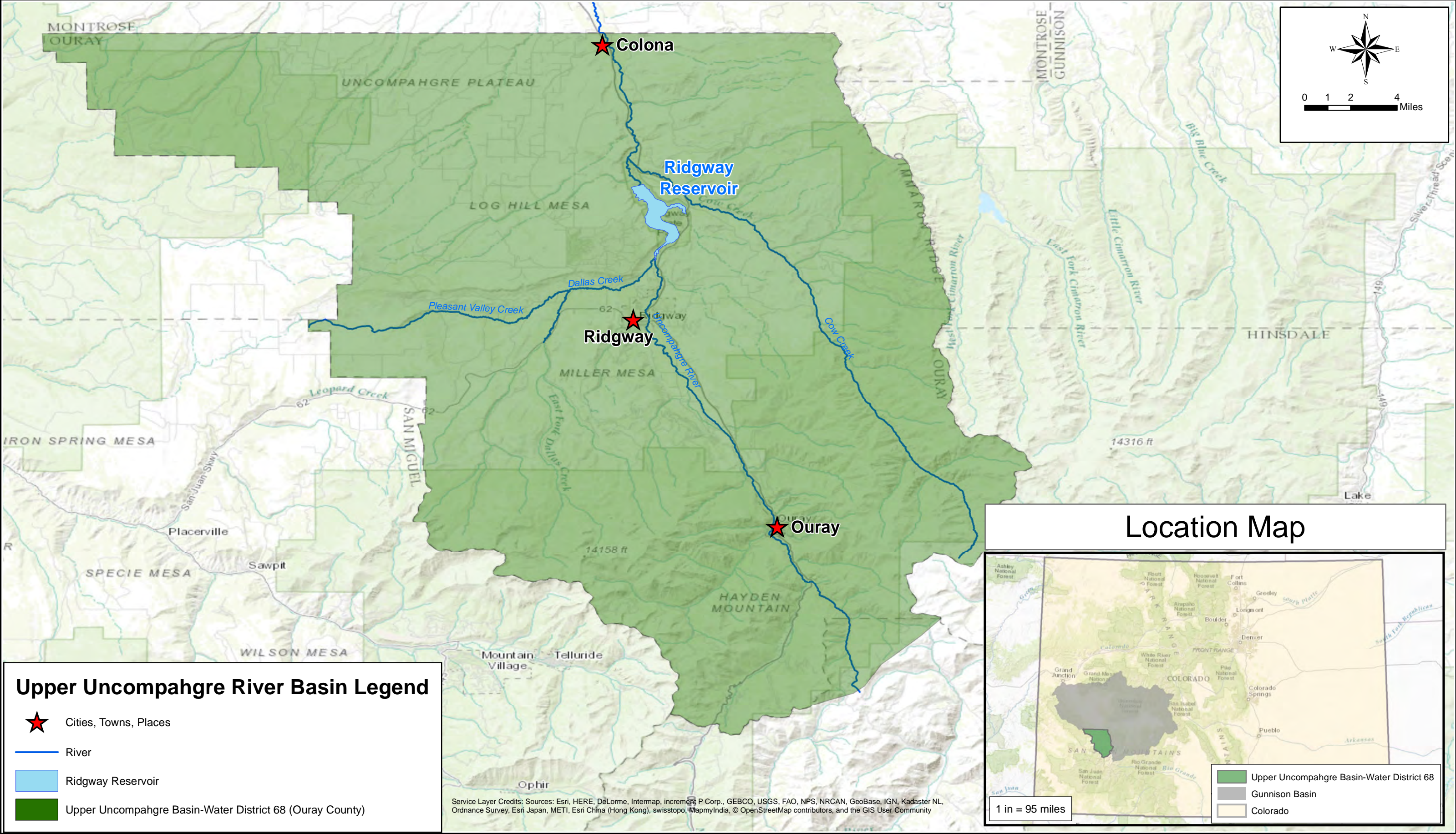
(b) Accountability: Per the Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per the Grant Guidelines, Progress Reports must be submitted 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.







Date: 6/28/2016 Document Path: P:\151-032 Ouray County - UUBMappingMap 1-UUB Location Map.mxd Date: 6/28/2016

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