



COLORADO

Colorado Water
Conservation Board

Department of Natural Resources

Uqwj 'Rmvg – St. Vrain & Left Hand Water District

""Contract CORE No. CTGG1 2018-1979

""CMS #109536

July 18, 2018

St. Vrain and Left Hand Water Conservancy District
Attn: Sean Cronin, Executive Director
9595 Nelson Road, Suite 203
Longmont, CO 80501

Dear Grantee:

We are pleased to inform you that the Colorado Department of Natural Resources, Colorado Water Conservation Board (CWCB) has approved your application for funding pursuant to the WSRF Grant Program in the amount of \$50,000 and the Watershed Grant Program ("Program") in the amount of \$150,000.00. This letter authorizes you to proceed with the Steam Management Plan 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, St. Vrain and Left Hand Water Conservancy 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 the 6-month progress reports and invoices directly to the Project Manager and cc me at Dori.vigil@state.co.us.

Thank you.

Sincerely,

//s//

Doriann Vigil

Program Assistant II

O 303-866-3441 ext. 3250

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

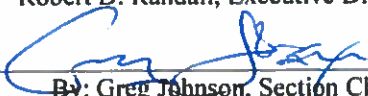

Dori.vigil@state.co.us / cwc.state.co.us

Attachments

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Grant Amount Total for Grant Term: \$200,000.00
Grantee St. Vrain and Left Hand Water Conservancy District 9595 Nelson Road, Suite 203 Longmont, CO 80501	Agreement Number CMS# 109536 CTGG1 2018-1979
Grant Issuance Date The later of 07/01/2018 or the date the State Controller or an authorized delegate signs this Grant Agreement. Grant Expiration Date July 29, 2020	
Grant Project Name Stream Management Plan Grant Purpose The purpose of this project is to develop a Stream Management Plan (SMP) for St. Vrain Creek & Left Hand Creek in the South Platte River Basin.	Local Match Total Match for Grant Term: \$300,000.00 ^{100,000.00}

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">STATE OF COLORADO 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: <u>4/23/18</u></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 style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  By: Maggie Van Cleeef, DNR Purchasing Director</p> <p>Date: <u>7/17/2018</u></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 for the Water Supply Reserve Fund Grants, and HB17-1248 Section 14 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. State Authority.

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

Through collaboration and inclusivity the St. Vrain and Left Hand Water Conservancy District (District) will lead the development of a Stream Management plan (SMP) for St. Vrain Creek and Left Hand Creek in the South Platte River Basin.

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 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. 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.

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.

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EXHIBIT C, OPTION LETTER (SAMPLE)

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter Number
Grantee St. Vrain and Left Hand Water Conservancy District 9595 Nelson Road, Suite 203 Longmont, CO 80501	Original Agreement Number CMS# 109536 CTGG1 2018-1979
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.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;">STATE OF COLORADO John W. Hickenlooper, Governor 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;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Option Effective Date: _____</p>
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EXHIBIT A - SCOPE OF WORK

GRANTEE AND FISCAL AGENT – St. Vrain and Left Hand Water Conservancy District (District)

PRIMARY CONTACT – Sean Cronin, Executive Director

ADDRESS - 9595 Nelson Road, Suite 203, Longmont, CO 80501

PHONE – 303-772-4060

PROJECT TITLE/NAME – St. Vrain & Left Hand Stream Management Plan

GRANT AMOUNT REQUEST - \$150,000 WATERSHED GRANT/\$50,000 WSRF GRANT = \$200,000

INTRODUCTION AND BACKGROUND

Following flood recovery projects, the South Platte Basin Implementation Plan, and in response to requests for leadership, the St. Vrain and Left Hand Water Conservancy District convened stakeholder meetings over two months to obtain feedback on: 1.) interest in pursuing a Stream Management Plan, and 2.) if the District should take the lead on applying for the grant. Through these face to face meetings, as well as one-on-one interviews conducted with the help of River Network, stakeholders agreed the District should have a leadership role and this grant could serve as an opportunity to transition our focus from flood recovery to water use strategies that benefit river health.

Through collaboration and inclusivity the St. Vrain and Left Hand Water Conservancy District (District) will lead the development of a Stream Management Plan (SMP) for St. Vrain Creek and Left Hand Creek.

The overall goal of the SMP is to collaboratively identify projects and management strategies in both St. Vrain and Left Hand Creeks that transition stakeholders from flood recovery to stream health projects that improve environmental conditions in the river while also meeting water users' current and future needs and are aligned with private property rights, public land and resource management plans, and the prior appropriation system. The District will lead the development of a SMP that will take place in two phases over approximately five years. The SMP will be based upon assessments that use science and other technical methods to determine water use needs.

OBJECTIVES

The District proposes to develop the Project in two phases over approximately five years. The overall objectives and schedule for each phase is described below.

Phase 1 – 2018-2020

- Objective 1: Identify and engage key stakeholders in developing and implementing a comprehensive Stream Management Plan for the St. Vrain Basin
- Objective 2: Compile existing databases, reports, studies, and analyses of environmental, recreational, municipal, and agricultural water uses within the Study Area. Identify information gaps and address those information gaps to the greatest extent feasible
- Objective 3 - Document future water needs of agricultural, environmental, recreational, and municipal users in the Study Area, including water supply shortages and infrastructure needs
- Objective 4 – Assess river functional health within the Study Area and inventory stressors that are challenging or degrading it, identify priority reaches for Phase 2, and additional data or information needs
- Objective 5 – Compile results from Objectives 1 – 4 and develop an on-line interactive report that communicates the results and makes recommendations for proceeding to Phase 2

Phase 2 – 2020 - 2023

- Objective 1 – Collect additional data on priority reaches as identified in Objective 4, Phase 1
- Objective 2 – Work with stakeholders to select specific management objectives for the priority reaches and describe measurable goals

- Objective 3 - Quantify projects or management options such as ranges of numeric flow recommendations to support environmental and recreational values that meet water users' needs as identified in Objective 3 of Phase 1
- Objective 4 – Identify constraints and opportunities that may limit or assist in meeting the project goals
- Objective 5 - Revise the Community and Stakeholder Engagement Plans to reflect the roles and responsibilities of the stakeholders for project implementation

TASKS

The following tasks support implementation of **Phase 1 (this grant application)**.

Task 1 – Stakeholder Engagement and Community Outreach

Description of Task

The St. Vrain watershed has a diverse array of stakeholders that use and derive value from the waters of the St. Vrain and Left Hand Creeks and its watershed. These include agricultural users including ditch companies, domestic water providers, recreational users, and government agencies. User groups that represent the diverse ecological benefits of the watershed will also be engaged.

Outreach to stakeholders has already begun as part of the scoping process for this grant application. The stakeholders listed in section 5.1 of the application have already actively engaged in this initial process. Evaluation of the project scope by local stakeholders will provide meaningful context for development of a purpose statement and set of planning principles that will guide the remainder of the planning effort. The consulting team will coordinate a Kickoff Meeting where stakeholders will have an opportunity to suggest refinement to the scope and help shape the timeline and guiding principles for the project.

It is recognized that not all stakeholders will want to engage with the stream management planning process in the same ways. Therefore, a purpose of this task is to organize and convene the key stakeholders, who will contribute meaningfully, in the Study Area and assign roles and responsibilities throughout Phase 1. Moreover this task will both maximize the outreach effort, and maximize the engagement opportunities for those stakeholders that elect to participate. Specific subtasks are described below.

- Subtask 1.1 - Convene key stakeholders and outline operating protocols, roles and responsibilities and group decision making procedures that will move the planning process forward.
- Subtask 1.2 – Develop a Stakeholder Engagement Plan that identifies tangible and metrically-driven involvement and participation goals and objectives, targeting consumptive and non-consumptive stakeholders. Specific elements of this plan will include, but not be limited to:
 - Creation of a list of the stakeholders who should be included throughout all phases of SMP development.
 - Development of guiding principles for stakeholder engagement, including expectations and outcomes of the plan.
 - Creation of a schedule and objectives for each meeting (will be dynamic as the phases of the SMP are completed); anticipate 8 meetings.
 - Identification and prioritization of ecological and recreational values that could be protected or enhanced.
- Subtask 1.3 – Implement Stakeholder Engagement Plan
 - Fulfill elements of engagement plan.
 - Facilitation of each meeting to ensure adherence to agenda topics, respectful and construction dialogue, and equal and fair treatment of all individuals and perspectives in the group.
 - Documentation of each meeting to capture key themes of discussion (including minority viewpoints and areas of disagreement), agreements, and action items.
 - Circulation of draft documents for stakeholder review, consideration of all proposed changes, revision of draft documents as appropriate, and distribution of all final summaries.

- Subtask 1.4 - Develop a Community Engagement Plan that identifies tangible and metrically-driven involvement and participation goals and objectives. Specific elements of this plan will include, but not be limited to:
 - Consultation with the stakeholder group to solicit input on best approaches to community engagement in the Study Area.
 - Additional consultation if/as needed with local watershed groups, ditch companies, recreation groups, and others to solicit input on the best methods for community engagement.
 - Host up to three Community Engagement meetings that will aim to meet the objectives of the Plan.

Method/Procedure

The District will capitalize on local knowledge and experience by involving stakeholder groups, such as the St. Vrain Creek Coalition, Left Hand Watershed Oversight Group, and other entities in the watershed throughout the SMP development. Outreach will be obtained and conducted through a series of progress meetings and/or other means such as surveys, etc. as identified in the Stakeholder and Community Engagement Plans.

The District believes a Facilitation Consultant is necessary as part of the consultant team to support the stakeholder and community engagement meetings as well as a Project Manager to support the organization, coordination, and documentation needed for this task. We anticipate that the stakeholder group will meet approximately 8 times, and the broader community will meet 3 times over the course of Phase 1 of the project. Consulting teams however will be encouraged for proposals to recommend cost effective strategies that maximize funds and stakeholder contact.

Deliverable(s)

- Organize and facilitate eight Stakeholder Meetings and three Community meetings
 - Input from a broad array of stakeholders that represent both geographic, issue, and value diversity within the watershed.
- Meeting agendas, participants, and notes
- Stakeholder Engagement Plan
- Community Engagement Plan

Task 2 – Existing Data Collection and Review

Description of Task

An extensive literature review will be carried out to determine what relevant information is already available, and to synthesize that information in a manner that is accessible (an interactive web mapping application) and connects datasets and conclusions. This literature review will serve as the foundation of the stream management plan.

The literature review will emphasize information on water supply, current consumptive and non-consumptive water use, projected future water use, recreational needs, and ecological needs. Quantitative information gaps identified in the literature review process will also be prioritized for additional data collection as part of the stream management plan, specifically the calculation of water supply and demand, as well as quantitative assessment of environmental and recreational needs. Where this information does not adequately exist, it will be prioritized for development as part of the stream management plan in Phase 2. A comprehensive listing of existing studies/reports can be found in Attachment B of the grant application. Specific subtasks are described below.

- Subtask 2.1 – Extract and organize information from existing studies and databases.
- Subtask 2.2 - Create an on-line spatial GIS database to house or link to existing information and data.
- Subtask 2.3 – Develop a publicly accessible web-based mapping interface (like the Colorado Basin Roundtable’s or equivalent) that allows users to access and view the spatial database information. This is being identified as a separate task as it adds an additional level of complexity to providing an interface with the data and user.

Method/Procedure

This task is limited to only the collection, compilation, and reduction of existing data. No new assessments will be done for this phase.

Deliverable(s)

- On-line spatial GIS database
- Web-based mapping interface
- Prioritized list of, and action plan for, additional data needs to be developed as part of the stream management plan

Task 3 – Hydrology Characterization, Demand Shortage and Recreation Assessment

Description of Task

The purpose of this task is to characterize point flows in St. Vrain Creek and Left Hand Creek and how water is currently stored, diverted, consumed, and returned within the Study Area. This task will also identify the future needs of the domestic, recreational and agricultural water users in the Study Area, including shortages.

- Subtask 3.1 – Obtain existing monthly SPDSS river flow data (1950 through 2012) and develop estimated daily point flows for Study Area streams from the dataset. Describe river flow data, decreed diversions, and irrigated acreages. River flow data will be considered for natural conditions (no diversions, imports or releases) and existing conditions (current diversions) for wet, dry and average conditions.
- Subtask 3.2 – Compile information and data on the condition of the existing domestic and agricultural diversions, delivery and application (irrigation) infrastructure.
- Subtask 3.3 - Develop and conduct recreational flow studies on those river reaches in the Study Area with significant current or planned recreational (boating or fishing) use, to collect and organize overall and specific flow evaluations, and define optimal and acceptable flow ranges that meet current recreational needs.
- Subtask 3.4 -- Project future changes in hydrology and water availability patterns due to climate scenarios developed by the CWCB.
- Subtask 3.5 – Project potential future demand shortages in agricultural, municipal and recreational uses. It is anticipated that the calculation of each of these demands will require different tools and approaches.
- Subtask 3.6 – Assess whether more detailed daily point flow modeling is beneficial for assessment of stream conditions relative to uses for all or portions of the Study Area and recommend any needed hydrology modeling for Phase 2.

Method/Procedure

A database of monthly point flows (presented as average daily flows) at diversions and confluences on streams within the Study Area will be created using existing StateMod modeling of the St. Vrain and Left Hand basins developed for the South Platte Decision Support System (SPDSS). The SPDSS modeling includes data for natural flows as well as for historical conditions. Communications with owners of existing municipal, agricultural, and recreational infrastructure and field reconnaissance where necessary, will be used to develop information for subtask 3.2. If available, information regarding effects of climate change on stream hydrology will be sought and characterized and incorporated into the point flows database. Water providers and water users will be contacted, and existing information will be reviewed and used to the extent possible, to assess future demand increases for municipal, agricultural and recreational water users, and the resulting impacts on point flows. The project will seek to identify where/whether a true daily point flow model needs to be developed in Phase 2 to assess needs and to project results of management changes.

Deliverable(s)

- Information (data and graphics) showing estimated daily hydrology in the basin under natural, current and projected future conditions
- Infrastructure condition assessment results
- List of recommended infrastructure improvements and conceptual costs
- List of recommended strategies for those locations that can also benefit stream health conditions and any incremental costs associated with those improvements
- Recommendation for further daily point flow development
- Technical Report summarizing results of subtasks 3.1 – 3.6

Task 4 – River Health Assessment

Description of Task

The purpose of this task is to assess river functional health within the Study Area, inventorying stressors using data and analyses compiled during Tasks 2 and 3, and completing additional desktop and rapid field evaluations. Functional health assessment results can then be compared to stakeholders' priority ecological and recreational values to identify a subset of priority reaches. Priority reaches will be assessed for projects and management strategies, including flow targets, in Phase 2. The river health assessment will be carried out by a multi-disciplinary team hired by the District. Specific subtasks are described below.

- Subtask 4.1 – Develop a stream health assessment framework calibrated specifically to the study area based on an appropriate holistic stream health assessment methodology, such as the Colorado Stream Health Assessment Framework, that includes assessment of fluvial geomorphology, water quality, aquatic habitat quality and riparian area health.
- Subtask 4.2 – Divide the study area into relatively homogenous zones and reaches to be evaluated.
- Subtask 4.3 – Conduct desktop and rapid field evaluations as needed to complete river health assessment. The extent of evaluations will depend upon the quality and quantity of data found in Task 2.
- Subtask 4.4 – Evaluate the health of individual reaches, zones, streams (St. Vrain and Left Hand) and the watershed based on assessment of stressors and evidence of their effects.
- Subtask 4.5 – Use the list of priority ecological and recreational values identified in subtask 1.2 to characterize challenges to maintaining river health in light of societal demands.
- Subtask 4.6 – Compile results from subtask 4.1 – 4.5 and develop a set of criteria that allows the stakeholders to rank and select their top priority reaches for management strategies.
- Subtask 4.7 – Draft a list of watershed focus areas based on the needs identified in previous subtasks and identify outstanding data needs for each.

Method/Procedure

The St. Vrain and Left Hand Creek stream health assessment framework will be assembled by a multi-disciplinary team based on sound science, while being responsive to known issues and stakeholder input (subtask 4.1). The study area will be divided based on stream system (St. Vrain vs. Left Hand). Each of the two stream systems, including the mainstem and major tributaries will be subdivided into appropriately homogenous zones and/or individual reaches based on process domains and land cover/land use (subtask 4.2).

According to the assessment methodology chosen, desired ranges for stream health variables or criteria will be designated. Desired ranges will incorporate stakeholder input. They will be articulated by the study team and should represent levels which will maintain the balance between stream needs and its ability to provide the ecosystem services society depends on, remain resilient and ecologically viable, while satisfying purely human needs such as municipal and agricultural water supply.

Once the stream health study framework and design have been developed, stream health will be evaluated using the best available information (subtask 4.4). The stream health assessment will be considered a "living" document that will be continually built upon and improved as new information is developed. Existing data and the collection of new data will be used to fill out the framework (subtask 4.3). New data will be collected at a level of intensity commensurate with need and available budget. Based on these analyses and those of previous tasks, opportunities for, and challenges to, maintaining river health will be articulated (subtask 4.5).

Once analysis of river health is complete, lists of priority reaches will be assembled based on identified stream needs and stakeholder input (subtask 4.6).

Analyses of river health will reveal areas and subjects for which insufficient information exists to make decisions with an appropriate level of certainty. Data gaps will be listed and candidate priorities for obtaining new information will

be developed (subtask 4.7).

Deliverable(s)

- Completed health assessment including hierarchical summary of reach condition, zone condition and overall stream condition. The health assessment will include graphical exhibits and be integrated into the geospatial database created in Task 2.
- Narrative and quantitative rationale for each health conclusion.
- A list of candidate priority reaches for health improvement and data gaps needed to be filled in Phase 2 to better assess and recommend strategies.

Task 5 – Phase 1 Final Report and Phase 2 Recommendations

Description of Task

The purpose of this task is to compile results from Tasks 1 – 4 and develop an on-line interactive report that: 1) highlights the existing and future demand gaps and infrastructure needs for the agricultural, recreational, and municipal sectors; 2) presents information on the functional health of the Study Area by reach; and 3) discusses next steps for the priority reaches, including identification of data gaps and methods and costs for obtaining that information. This deliverable may resemble the Reach Fact Sheets¹ developed for the Big Thompson River.

Method/Procedure

- Compile data and information from Tasks 1-4
- Develop an on-line interactive report summarizing Phase 1

Deliverable(s)

- On-line interactive report
- Strategies and Recommendations for Phase 2

¹ <https://www.abetterbigt.com/baseline-resiliency-assessment>

TASK 6 – Project Management and Coordination

Description of Task

The purpose of this task is to support St. Vrain and Left Hand Water Conservancy District with the project management needs of the Project, specifically: tracking project progress, including each subconsultant's deliverables and costs against the scope of work; supporting the District with the necessary communication and coordination with the Project Team; coordinating with Colorado Water Conservation Board (CWCB), as needed; and preparing for and participating in public education and stakeholder meetings. Specific subtasks are described below.

- Subtask 6.1 - Coordinate with Project Team (propose monthly project check-in meetings).
- Subtask 6.2 - Compile monthly subconsultant invoices; track project budget, deliverables, and schedule and document in monthly progress reports (includes tracking of in-kind hours and cash match).
- Subtask 6.3 - Develop required CWCB 6-month progress reports; final report (see Task 5).

Method/Procedure

The District will hire a Consultant to provide Project Management services as identified above.

Deliverable(s)

- Progress reports
- Monthly invoices

PERFORMANCE MONITORING

Performance monitoring for the contract shall include the following:

(a) Performance measures and standards

The CWCB will have quarterly phone meetings with the St. Vrain and Left Hand Water Conservancy District (District) to make sure the project is being completed in a timely manner.

(b) Accountability.

Regular reporting of project status will occur quarterly with the CWCB project manager and the lead project manager from the District. The District will submit documentation substantiating invoice amounts requested. Invoices will be submitted with brief reports of the planning, design, and management purposes served by the expenditures.

(c) Monitoring Requirements

The CWCB will have access to all documents and models associated with the "St. Vrain and Left Hand Stream Management Plan", and will be copied on all progress reports. Each invoice will include information regarding the portion of the task completed, the units and costs associated with each.

(d) Noncompliance Resolution

In the event of a noncompliance issue the CWCB project manager will contact the District's project manager and discuss the problem and work towards a resolution. If this does not work then the issue will be escalated to the Director of the CWCB and the District's President. The CWCB project manager will notify the DNR Purchasing Director and the Assistant Director of the Department. The DNR Assistant Director or the Deputy Director will try and resolve the issue.

EXHIBIT B BUDGET & SCHEDULE - CTGG1 2018-1979
STREAM MANAGEMENT PLAN

Task	Description	Target Start Date	Target Completion Date	CWCB Funds CO Watershed Restoration Prog.	CWCB Funds WSRF Basin	Other Funding Cash	Other Funding In-Kind	Total
1	Stakeholder Engagement and Community Outreach	7/1/2018	6/30/2020	\$13,500	\$13,500	\$0		\$27,000
2	Existing Data Collection and Information Review	9/1/2018	11/1/2018	\$18,000	\$13,000	\$5,000		\$36,000
3	Demand Shortage and Infrastructure Assessment	9/1/2018	3/29/2020	\$37,500	\$23,500	\$7,000	\$7,000	\$75,000
4	River Health Assessment	9/1/2018	5/29/2020	\$35,000		\$35,000		\$70,000
5	Phase 1 Final Report and Phase 2 Recommendations	5/1/2018	7/29/2020	\$22,450		\$22,450		\$44,900
6	Project Management and Coordination	7/1/2018	7/29/2020	\$23,550		\$23,550		\$47,100
	TOTALS			\$150,000	\$50,000	\$93,000	\$7,000	\$300,000