



Colorado River Basin – Integrated Water Management Plan
Contract CORE No. CTGG1 2018-2054
CMS #110013

June 20, 2018

Middle Colorado Watershed Council
Attn: Donna Gray, President
Attn: Laurie Rink, Executive Director
200 Lions Park Circle
Rifle, CO 81650

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 and Watershed Restoration Grant Programs (“Program”) for \$311,400.00. This letter authorizes you to proceed with the Integrated Water 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, Middle Colorado Watershed Council, agree by accepting the Grant Funds.

The WSRF Criteria & Guidelines can be located on our website for additional information.

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 / cwcb.state.co.com

Attachments

STATE OF COLORADO GRANT AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Agreement Number CMS#110013 CTGG1 2018-2054
Grantee Middle Colorado Watershed Council 200 Lions Park Circle Rifle, CO 81650 Entity Type Corporation/Non-Governmental	Agreement Performance Beginning Date Effective Date of this Agreement (the date the State Controller or an authorized delegate signs this Grant Agreement). Initial Agreement Expiration Date May 30, 2021
Agreement Maximum Amount \$311,400.00	Agreement Description Middle Colorado Integrated Water Management Plan Project in the Colorado River Basin.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.




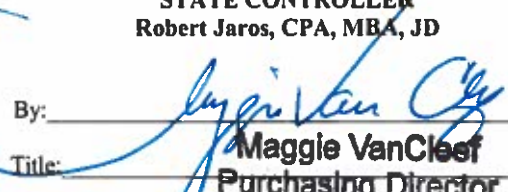
<p style="text-align: center;">GRANTEE</p> <p>By: <u></u> Signature</p> <p>NAME: <u>Morgan Hill</u> (Print)</p> <p>TITLE: <u>Board President</u></p> <p>DATE: <u>5/22/18</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">John W. Hickenlooper, Governor Department of Natural Resources Colorado Water Conservation Board</p> <p>By: <u></u></p> <p>Name: <u>Greg Johnson, Water Planning, Section Chief</u></p> <p>DATE: <u>6/6/18</u></p>
<p style="text-align: center;">2nd State or Grantee Signature if Needed</p> <p>By: <u></u> Signature</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p style="text-align: center;">LEGAL REVIEW</p> <p style="text-align: center;">Cynthia H. Coffman, Attorney General</p> <p style="text-align: center;"><u>N/A</u></p> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement 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: <u></u></p> <p>Title: <u>Maggie VanCleaf</u> <u>Purchasing Director</u></p> <p>Effective Date: <u>6/15/2018</u></p>	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Signature and Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CWCB”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Agreement Expiration Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date or after the Agreement Expiration Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Signature

and Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in this Agreement (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.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§16.**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§16.**, the notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§14.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

- A. 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 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.

4. PURPOSE

The long-term goal of the Integrated Water Management Plan (IWMP) project is to improve security for all water uses in the planning area by understanding and protecting existing uses, meeting shortages, and maintaining healthy riverine ecosystems in the face of increased future demand and climate uncertainty in the Colorado River basin.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Award”** means an award by the State to a Grantee.
- C. **“Budget”** means the budget for the Work described in Exhibit B
- D. **“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.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- F. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- G. **“End of Term Extension”** means the time period defined in §2.D.
- H. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Budget.
 - iii. **Exhibit C**, Sample Option Letter.
- I. **“Extension Term”** means the time period defined in §2.C.
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or

destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- M. **"Initial Term"** means the time period defined in §2.B.
- N. **"Matching Funds"** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- P. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to the CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure by Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- R. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- S. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.
- V. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.
- W. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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 Agreement that exceeds the Agreement Maximum shown on the Signature and Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule, budget, and other conditions set forth in Exhibits A and B.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review,

and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. 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 Agreement, 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. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and **§7.**, for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

- vi. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- vii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

8. REPORTING - NOTIFICATION

A. Progress Reports.

In addition to any reports required pursuant to **§20.**, or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, every six (6) months, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16.**

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or

if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by that governmental entity. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. 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 Agreement or the Work, whether the audit is conducted by Grantee or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions 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 provisions to the State upon execution of the nondisclosure provisions.

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 Agreement, 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. 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 Agreement, 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.

E. Compliance

Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

11. CONFLICTS OF INTEREST

A. Actual 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

Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. 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 Agreement.

C. Disclosure to the State

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. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

E. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

F. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §16., within 7 days of Grantee's receipt of such notice.

G. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14., for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A., in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§13.B.**, and the dispute resolution process in **§15.**, shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§15.A.**, fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Natural Resources as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State:

Chris Sturm, Project Manager
Colorado Water Conservation Board
1313 Sherman Street, Suite 710
Denver, CO 80203
Chris.Sturm@state.co.us
303-866-3441

For Grantee:

Laurie Rink, Executive Director
200 Lions Park Circle
Rifle, CO 81650
Laurie@midcowatershed.org
303-204-4164

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§19.**, shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement 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 Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement 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 Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement 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 Effective Date of this Agreement.

K. Order of Precedence

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

- i. Colorado Special Provisions in **§21.**, of the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. Exhibit A, Statement of Work.
- iv. Exhibit B, Budget & Schedule
- v. Exhibit C, Sample Option Letter.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §20.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims,

damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (i) provide and keep in force workers' compensation and unemployment

compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher

Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCBC) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter Number
Grantee Middle Colorado Watershed Council 200 Lions Park Circle Rifle, CO 81650	Original Agreement Number CMS# CTGG1 2018-
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 (Date), whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Colorado Water Conservation Board</p> <p>By: _____ Signature</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>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Signature</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: Middle Colorado Watershed Council (MCWC)

Address: 200 Lions Park Circle, Rifle, CO 81650

Phone: 970-625-1829

Project Name: Middle Colorado Integrated Water Management Plan

Grant Amount: **\$207,600** - Colorado Watershed Restoration Program & **\$103,800** - Water Supply Reserve Fund (Co Basin)

Introduction and Background

The long-term goal of the IWMP project is to improve security for all water uses in the planning area by understanding and protecting existing uses, meeting shortages, and maintaining healthy riverine ecosystems in the face of increased future demand and climate uncertainty. The planning and implementation effort will be conducted in a series of phases as stakeholder interest and funding allows. The first phase initiates a process of identifying water needs for environmental and recreational uses, determining if gaps exist and, if so, finding voluntary-based solutions for filling the gaps in conjunction with the needs of agricultural, domestic and industrial water users. The geographic focus in phase one is on the “middle” section of the Colorado River, an area that includes 75 miles of the mainstem (see map Attachment A). Funding will be used to conduct technical assessments, develop a hydrology model, and support a robust stakeholder engagement process that will help inform the investigation of, selection, and prioritization of projects, processes and/or management actions that further the long-term planning goal. Outcomes from phase one will chart the course for a subsequent phase of planning work in a subset of tributaries to the middle Colorado, and will likely include recommendations for implementation projects on the mainstem.

Objectives for Phase I Funding Request

Please see the proposal narrative for a discussion of the long-term project goal and objectives. Specific objectives for this phase I funding request are as follows:

- Engage key stakeholders in the planning process to understand local values around water uses and the desire to balance non-consumptive and consumptive use needs, to identify opportunities for collaboration in problem solving to fill need gaps, and to establish goals and priorities for project and program implementation.
- Understand the hydrology of the mainstem and its interplay with environmental and recreational attributes and consumptive use demands under existing conditions and with the ability to analyze a variety of future forecasted scenarios.
- Assess the current ecological health, integrity and function of the mainstem in order to determine areas of impairment and relation to flow.
- Characterize the environmental and recreational needs in terms of ecosystem goods and services to understand where modification or improvement may return the highest value, and to provide a framework for developing implementation goals and priorities.
- Identify, evaluate, and prioritize a set of projects, processes, and/or management actions that addresses non-consumptive use need gaps while integrating, to the extent possible, actions that address consumptive use shortages and needs.

- Develop a strategy for phase II planning and project implementation based upon outcomes of phase I.

Activities and Tasks

Activity 1. Project Management

Task 1.1. Project Management, Reporting and Expenses

Description

MCWC will coordinate efforts between project consultants, organize and submit project deliverables, account for in-kind project contributions, communicate regularly with CWCB staff on progress made, and prepare and submit semi-annual and final project reports. Included in this task are costs associated with travel (mileage reimbursement, lodging), public meeting expenses (facilities and materials), and reporting related expenses.

Deliverables

1. Quarterly invoices with requested accounting detail (8).
2. Semi-annual project reports (3), final project report (1).

Activity 2. Engaging Stakeholders

Task 2.1. Project Advisory Committee

Description

MCWC will form a project-specific advisory committee with representatives from each water use/management sector to guide the IWMP process.

Methods/Procedure

This group will meet regularly throughout the two-year planning process for an estimated total of ten meetings and provide input on stakeholder engagement strategies, technical and organizational methodologies, the evolution of project goals and objectives, and the selection of focus areas for subsequent planning phases. Group discussions will be facilitated. MCWC intends to also utilize its existing Technical Advisory Committee and Riparian Restoration Advisory Group for topic-specific input, as appropriate (see committee rosters Attachment B).

Deliverables

1. Advisory Committee meeting minutes (10).

Task 2.2. Stakeholder Outreach and Engagement Plan

Description

MCWC will develop a Stakeholder Outreach and Engagement Plan that articulates a strategy for engaging and soliciting input from stakeholders who have a vested interest in the outcome of the planning work and future implementation of planning recommendations.

Methods/Procedure

The plan will: 1) contain a list of key stakeholders from the following sectors: agriculture, environment (wildlife and riparian ecology), recreation and tourism, water management, and government related to land use planning and management/utilities/public health; 2) detail why and how each of these groups will be involved along with desired outcomes, and 3) outline a general schedule for stakeholder meetings over the life of the planning process. The plan will also address the need for additional outreach and education to generally inform key stakeholders and the public about the study need and purpose, share study findings, solicit meaningful input as the project proceeds, and set the stage for successful IWMP implementation.

Deliverables

1. Stakeholder Outreach and Engagement Plan.

Task 2.3. Implementing Outreach and Engagement

Description

MCWC will implement the various elements outlined in the Stakeholder Outreach and Engagement Plan.

Methods/Procedure

A series of public meetings will be planned and executed by MCWC utilizing the services of an experienced facilitator. A total of five are currently contemplated and will be scheduled to coincide with the availability of results from the various technical studies and analyses. These meetings will serve as a structured outlet for disseminating information generated through the term of the planning process.

It is also anticipated that a significant portion of targeted public outreach, as conducted by MCWC staff, will occur through periodic meetings with City and Town Councils, boards of the local conservation and water conservancy districts, oil and gas industry representatives, irrigation ditch company boards, individual land owners and water rights holders, the Garfield County Water Forum, and the Colorado Basin Roundtable.

The MCWC will utilize its established network of community outreach outlets (e.g., newspaper, social media, public radio, website, etc.) to further disseminate project-related information community-wide.

Deliverables

1. Minutes from public meetings.
2. Log of meetings, attendees, discussion topics, and summarized outcomes.
3. Various outreach and education resources (e.g., op-eds, radio interviews, print materials, etc.).

Activity 3. Assessing Conditions

Task 3.1. Refine Hydrological Simulation Modelling Tools

Description

River systems subject to hydrological change under human management are vulnerable to shifts in the composition and resiliency of both structural and biological components of the ecosystem. The Natural Flow Paradigm (Poff et al., 1997) postulates that streamflows represent the key driver of riverine structure and function. Changes in the timing and magnitude of various elements of the hydrological

regime can produce cascading effects (or positive feedback loops) between: 1) the availability and quality of aquatic habitat, 2) the condition and extent of riparian zones, and 3) the dynamics and evolutionary trajectory of channel structure. Therefore, a detailed understanding of the hydrological regime at various locations throughout a watershed provides important context for understanding changes to other ecosystem components.

Methods/Procedure

In order to provide this understanding in Colorado, it is necessary to characterize the administrative and operational conditions that govern the way that water is stored, diverted, consumed, and returned to river systems in time and place. MCWC's consultant will refine the Colorado River Basin daily StateMod simulation model developed for the Hutchin's Water Center to enable daily streamflow simulations at all major tributary confluences and surface water diversion points along the mainstem Colorado River between Dotsero and DeBeque Canyon. The simulation model will be used to understand differences between hydrological regime behavior under natural conditions, existing conditions, and several future climate-change and/or demand scenarios as described by the Colorado River Water Availability Study. The specific scenarios evaluated will be selected by local stakeholders.

Deliverables:

1. Command files for the refined hydrological simulation model published to a public repository.
2. Data tables containing statistical characterizations of natural, existing, and future hydrological regime behavior at major tributary junctions and surface water diversions throughout the study area.
3. Graphics characterizing typical hydrographs under wet, average, and dry conditions at major tributary junctions, reservoirs, and surface water diversions throughout the study area.

Task 3.2. Characterize Ecological Health, Integrity and Delivery of Ecosystem Goods and Services

Description

Landscape and channel scale processes play a significant role in driving the condition of ecological resources that local communities typically derive value from. Interactions between hydrology, channel morphology, water quality, and sediment transport mediate riparian conditions, aquatic habitat quality and availability, assimilation of pollutants, and the ability of local residents to recreate on streams and rivers. Some of the key attributes for the middle Colorado that will be evaluated in determining ecological health, integrity and ability to deliver ecosystem goods and services include:

- Current functioning of riparian ecosystems – how does the presence of invasives influence function and how is existing habitat structure related to flow management.
- Currently identified water quality impairments – how are these impairments related to flow and are there any flow-related water quality impairments that may be foreseen in the future.
- Habitat needs for fish with a specific focus on threatened and endangered (T&E) warm water fish and the three fish species of special concern - are there current or future foreseeable flow impairments that have or may in the future trigger regulatory action.
- Habitat needs for trout – are there sufficient flows connecting the tributaries to the mainstem at the right time of year to support robust and natural reproduction of trout populations that in turn support the economies of angler use.
- Current and contemplated recreational development – where is this occurring and are river flows sufficient to support the uses.

Method/Procedure

MCWC will contract with a consultant to complete literature reviews, desktop assessments (e.g. GIS and aerial photography analysis, hydrological time series evaluation, etc.) and rapid field assessments to characterize the existing condition of riverine systems. At a minimum, literature reviews will consider the 2010 SWSI Non-Consumptive Needs Assessment, the Middle Colorado River Watershed Plan, the Middle Colorado Surface Water Data Analysis, the Middle Colorado Riparian Restoration Action Plan, Colorado Headwaters Invasives Partnership's Consolidated Species Management Plan, the Colorado Natural Heritage Program Survey of Critical Biological Resources of Garfield County, newly available riparian habitat mapping through the Tamarisk Coalition and Colorado State University, and other reports, studies, and data sets made available on the Hutchin's Water Center's Upper Colorado River Resource Guide. Data collection and analysis activities will, at a minimum, include characterization of stream geomorphology, riparian health and biodiversity, aquatic biodiversity, and hydrological regime behavior in a way that facilitates understanding key relationships between hydrology and other elements of ecosystem structure and function. This assessment will also include an identification of areas of high biodiversity value (e.g. rare and significant plant communities). Output will be organized around the FACStream framework, the Colorado Stream Health Assessment Framework or a similar framework under development by Colorado Mesa University and the CBRT. Use of one of these frameworks will facilitate communication with stakeholders regarding existing ecosystem conditions.

Subsequently, MCWC and its consultant will work with local stakeholders to characterize and prioritize the ecosystem goods and services that local communities derive from the riverine landscape. Relevant categories of ecosystem services include *regulating services* (e.g. flood abatement, groundwater recharge, water purification), *provisioning services* (e.g. agricultural production, drinking water supply, capture fisheries), and *cultural services* (e.g. boating recreation, angling recreation, aesthetic values). This assessment will evaluate qualitative information (e.g. local perceptions and anecdotal evidence) in addition to quantitative data (e.g. hydrological time series, consumptive use water demands, proximity of infrastructure to floodplains, recreational use surveys, etc.) to characterize the relative demand for ecosystem goods and services on stream reaches throughout the project area and the ability of the system to meet those demands.

MCWC and its consultant will consider hydrological modeling and ecological integrity assessment results to identify the primary drivers of and greatest risks to unsatisfied demand for ecosystem goods and services. Drivers may include hydrological regime modification, land use activities and infrastructure development in floodplains, non-point source pollution, invasive species, or lack of recreational access points. The specific type and number of methods applied to complete this analysis will be based on data availability, refinement of project geographic scope and scale, and preferences expressed by stakeholders.

Deliverables

1. Report and accompanying maps and graphics summarizing results of the ecological integrity assessment.
2. Report and accompanying maps and graphics summarizing the relative priorities that local communities assign to the delivery of ecosystem goods and services from streams and rivers in the project area.

3. Report identifying the primary drivers of and greatest risks, including flow needs, to unsatisfied demand for ecosystem goods and services across the project area.

Activity 4. Articulating Planning Goals and Objectives

Task 4.1. Identify High-Priority Management Issues and Locations

Description

Stakeholders will prioritize river segments and management issues for subsequent planning steps. This task will require consideration of management issues that respond to existing conditions or anticipate some altered future condition.

Method/Procedure

MCWC and its consultant will summarize assessment results produced by Task 3.2 to guide discussions with local stakeholders about high priority management issues in the project area. Identified management issues may include invasive riparian species management, existing water quality impairments, important migration or spawning areas for trout and native fish, anticipated impacts to non-consumptive uses that result from water (or land) development projects or changes in climate. Throughout the issue identification process, MCWC will work with stakeholders to refine and/or expand the planning considerations listed above to ensure they sufficiently reflect local concerns and perspectives regarding the delivery of ecosystem goods and services.

Deliverables

1. Report summarizing stakeholder preferences and priorities for addressing issues in specific geographic areas.
2. Map of high priority management areas.

Task 4.2. Select Management Goals and Objectives

Description

Stakeholders will articulate specific management goals and objectives that respond to the high-priority issues identified previously.

Method/Procedure

MCWC and its consultant will guide discussion with local stakeholders to identify specific management objectives that respond to the issues identified in Task 4.1. This effort will include discussions of morphologically-based, biologically-based, or flow-based management targets used as a direct or indirect measure of riparian area health, health of aquatic biota, recreational use opportunity, or receipt of ecosystem services. Management targets may focus on a specific component of the aquatic or riparian ecosystem (e.g. trout biomass), a measure/indicator of whole ecosystem integrity (e.g. Multi-Metric scores for aquatic macroinvertebrates), or on the quality and quantity of ecosystem goods and services received by local communities (e.g. number of “boatable days” available to recreational users).

Deliverables

1. Report summarizing management goals and objectives that respond to the issues identified in Task 4.1.

Activity 5. Identifying Alternatives

Task 5.1. Identify Alternatives that Meet Planning Goals and Objectives

Description

MCWC will work with stakeholders to identify several candidate structural projects, collaborative processes or management actions that respond to the previously-identified management issues and objectives.

Methods/Procedures

Candidate actions will be drawn from several sources. Initially alternatives will be identified through internal assessment of hydrological conditions, water use and administration, and ecological needs. Discussions with stakeholders and reference to the Colorado Roundtable's BIP list of Identified Projects and Processes (IPPs) may additionally provide candidate actions for implementation in the project area. Structural projects, collaborative processes or management actions may include, but will not be limited to, protection measures for high-value attributes, diversion structure improvements, agricultural efficiency improvements, in-channel habitat restoration, invasive species control and riparian habitat restoration, reservoir development and release schedule recommendations, and water leasing programs.

Deliverables

1. Table listing the identified alternatives, the issue(s) each responds to, the primary stakeholder(s) implicated, and a high-level evaluation of expected costs and benefits associated with each.

Activity 6. Identifying Next Steps

Task 6.1. Characterize Effectiveness and Feasibility of Alternatives

Description

Prioritization of alternative actions requires a robust approach for describing the relative effectiveness and feasibility of each.

Method/Procedure

MCWC will identify the stakeholders that should be primarily engaged in discussions about the relative merits of the identified alternatives. Stakeholder identification requires careful consideration of organizational missions, jurisdictional boundaries, personalities, and existing patterns of land and water use.

MCWC's consultant will utilize conceptual models, weight of evidence approaches, or numerical simulations to predict ecological and recreational use outcomes of each candidate alternative action. Predicted outcomes will be assessed against stakeholder-identified management objectives. Actions will then be ranked against each other based on their predicted ability to meet stated objectives.

The characterization of feasibility for each alternative requires careful evaluation of administrative, legal, financial, and institutional constraints. MCWC's consultant will aggregate streamflow records, hydrological simulation products, records from the Colorado Department of Water Resources, land ownership and cadastral data, and existing engineering reports to support discussions with local water users about the demands, efficiencies, and use shortages associated with various uses of water from the high-priority reaches. This effort may also utilize available engineering assessments or secure new conceptual level assessments to provide important information about the costs of structural projects. Conversations with the local Water Commissioner will help identify critical administrative constraints on water management alternatives. Through this process, MCWC hopes to simultaneously characterize project feasibility and identify likely proponents/champions for specific issues. At the conclusion of this effort, all alternatives will be ranked according to their relative feasibility.

Finally, MCWC and its consultant will integrate the results from the effectiveness and feasibility assessments to identify high-priority actions for protecting or improving ecological integrity and the delivery of ecosystem goods and services to local communities. Conceptual level implementation plans for each action will be developed. Implementation plans will identify project champions, affected stakeholders, recommendations for overcoming technical, financial, or legal constraints, anticipated outcomes, and a monitoring plan for assessing long-term effectiveness.

Deliverables

1. Report summarizing the relative effectiveness and perceived feasibility of each alternative action and identifying high-priority actions, accordingly.
2. Conceptual implementation plan for high-priority actions.

Task 6.2. Develop Strategy for Phase II Efforts

Description

Completion of Phase I of this multi-year project will provide evidence, experience, and a history of stakeholder engagement that will allow MCWC to develop a refined strategy for conducting similar efforts on tributaries to the Colorado River between Glenwood Springs and De Beque. It may also yield implementation plans that are ripe for funding consideration as part of a phase II effort.

Method/Procedure

MCWC will work with its consultant to reflect on geographic areas within the Middle Colorado watershed, experiences with stakeholders, and high-priority issues identified by the local community to determine which sub-basins in the watershed are good candidates for continued integrated water management planning and/or specific project or program implementation. In relation to future planning opportunities, MCWC will evaluate the relative successes and merits of the planning process used in phase I to identify elements that require modification to ensure adequate alignment with local priorities or common lines of questioning.

Deliverables

1. Strategy that can be used to develop future grant requests for Phase II implementation and continued planning.

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 Middle Colorado Watershed Council (MCWC) 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 MCWC. MCWC 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 "Middle Colorado Integrated Water 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 MCWC'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 MCWC'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.

Colorado Water Conservation Board

Water Supply Reserve Fund/Watershed Restoration Grant

Exhibit B- SUMMARY BUDGET AND SCHEDULE

Date: 4-17-18

Water Activity Name: Middle Colorado Integrated Water Management Plan

Grantee Name: Middle Colorado Watershed Council

<u>Task No.</u>	<u>Description</u>	<u>Start Date</u> ⁽¹⁾	<u>End Date</u>	<u>WRG Funds</u>	<u>WSRF Funds</u> (Basin)	<u>Matching Funds</u> (cash)	<u>Total</u>
1.1	Project Management, Reporting, Expenses	6/2018	5/30/2021	\$ 13,115	\$ 4,370	\$ -	\$ 17,485
2.1	Project Advisory Committee	6/2018	5/30/2021	\$ 11,475	\$ 5,475	\$ -	\$ 16,950
2.2	Stakeholder Outreach/Engagement Plan	6/2018	7/30/2019	\$ -	\$ 6,400	\$ -	\$ 6,400
2.3	Implementing Outreach and Engagement	6/2018	5/30/2021	\$ 33,825	\$ 11,275	\$ -	\$ 45,100
3.1	Refine Hydrological Simulation Modelling Tools	7/2018	9/31/2019	\$ 8,500	\$ 8,500	\$ -	\$ 17,000
3.2	Characterize Ecological Integrity/Delivery of Ecosystem Goods and Services	8/2018/	3/28/2020	\$ 64,945	\$ 67,780	\$ -	\$ 132,725
4.1	Identify High Priority Management Issues and Locations	3/2019	5/30/2020	\$ 12,775	\$ -	\$ 8,525	\$ 21,300
4.2	Select Management Goals and Objectives	6/2018	5/30/2021	\$ -	\$ -	\$ 8,125	\$ 8,125
5	Identify Alternatives that Meeting Planning Goals and Objectives	9/1/2019	10/30/2020	\$ -	\$ -	\$ 11,350	\$ 11,350
6.1	Characterize Effectiveness and Feasibility of Alternatives	11/2019	2/31/2021	\$ 53,390	\$ -	\$ -	\$ 53,390
6.2	Develop Strategy for Phase II Efforts	2/2020	5/30/2021	\$ 9,575	\$ -	\$ -	\$ 9,575
Total				\$ 207,600	\$ 103,800	\$ 28,000	\$ 339,400

Attachment - Project Map

The Middle Colorado River Watershed

