



1313 Sherman St #718
Denver CO 80203

July 14, 2022

CMS # 177417
Encumbrance # CTGG1 PDAA 2023*2041

Northern Colorado Water Conservancy District

220 Water Ave

Berthoud, CO 80513

Dear Jonathan Hernandez:

We are pleased to inform you that the Department of Natural Resources, Colorado Water Conservation Board (CWCB) has approved your application for funding pursuant to the Watershed Restoration Grant Program ("Program") in the amount of \$4,300,000.00. There is \$6,190,000.00 in Local Match. This letter authorizes you to proceed with the East Troublesome Fire Watershed Restoration ("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 Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Chris Sturm (chris.sturm@state.co.us).

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources Colorado Water Conservation Board, ("CWCB") 1313 Sherman St., #718 Denver, CO 80203	Agreement Number CMS Number: 177417 Encumbrance Number: CTGG1 PDAA 2023*2041
Grantee Northern Colorado Water Conservancy District	Grant Amount Total for all State Fiscal Years: \$4,300,000.00
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date May 31, 2025	Local Match Amount Total for all State Fiscal Years: \$6,190,000.00
Grant Authority Authority for this grant may be found in 37-60-101 through 37-60-133 C.R.S. The budget has been approved in SB21-240.	

Grant Purpose

With this grant, Norther Water will continue the collaborative effort between Northern Water and Grand County to implement post-fire watershed recovery efforts in the East Troublesome Fire (ETF) burn area and affected areas downstream. This grant continues the work being completed under existing ETF Fire Recovery Grants (CMS170501 and CMS 171542) which were both primarily focused on efforts under the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS) Emergency Watershed Protection (EWP) program. The EWP Program is limited in scope by the NRCS and does not apply to the entire ETF burn scar. This grant will provide match funds to areas outside of the EWP Program, primarily on lands owned by the United States Forest Service (USFS) and Bureau of Land Management (BLM).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget and Schedule.
3. Exhibit C, PII Certification

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

1. The provisions of the other sections of the main body of this Grant.
2. Exhibit A, Statement of Work.
3. Exhibit B, Budget and Schedule.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO

Jared S. Polis, Governor
Colorado Department of Natural Resources
Dan Gibbs, Executive Director
Colorado Water Conservation Board

DocuSigned by:

Anna Mauss, P.E.

323B853CC868467...
Signature

Anna Mauss, P.E.

Printed Name

Chief Operating Officer

Signatory's Title

Date: July 13, 2022 | 12:17 PM PDT

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Ion Cotsapas

79E3DF1B09EE4E8...
Signature

Ion Cotsapas

Printed Name

DNR Procurement Director

Signatory's Title

Effective Date: July 13, 2022 | 2:21 PM MDT

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- D. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- P. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of

Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

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

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.

2. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the this award. 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.

3. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term

of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

4. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

5. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

6. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

7. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

8. DISPUTE RESOLUTION

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

9. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

10. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

11. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

12. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Contractor shall indemnify, save, and hold harmless 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 Contractor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

EXHIBIT A, STATEMENT OF WORK

GRANTEE: Northern Colorado Water Conservancy District (Northern Water)

PRIMARY CONTACT: Jonathan Hernandez

ADDRESS: 220 Water Ave. Berthoud, CO 80513

PHONE: 970-622-2283

PROJECT NAME: East Troublesome Fire Watershed Recovery

GRANT AMOUNT: \$4,300,000

INTRODUCTION AND BACKGROUND

This project continues the collaborative effort between Northern Water and Grand County to implement post-fire watershed recovery efforts in the East Troublesome Fire (ETF) burn area and affected areas downstream. This grant continues the work being completed under existing ETF Fire Recovery Grants (CTGG1 2021*3428 [CMS170501] and CTGG1 2022*2360 [CMS 171542]) which were both primarily focused on efforts under the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS) Emergency Watershed Protection (EWP) program. The EWP Program is limited in scope by the NRCS and does not apply to the entire ETF burn scar.

This grant will provide match funds to areas outside of the EWP Program, primarily on lands owned by the United States Forest Service (USFS) and Bureau of Land Management (BLM).

OBJECTIVES

CWCB funds will be used to implement watershed recovery efforts in the ETF burn area. Since December 2020, Northern Water has worked with several public and private landowners to implement a variety of practices to protect property and lives, and to rehabilitate landscapes impacted by the fire. With this grant application, Northern Water seeks to build upon those efforts and focus on USFS land within the burn area.

Northern Water has entered into a participating agreement with USFS with a goal of stabilizing and rehabilitating burned landscapes in the Arapaho Roosevelt National Forest. Approximately \$21 million has been allocated by the USFS for a variety of activities in the impacted area including: aerial wood mulching, road and culvert maintenance, stream stabilization, hillslope stabilization, and other point projects. \$6.19 million of these funds have been committed to date.

CWCB funds will be matched with currently committed USFS funds of \$6.19 million dollars.

To accomplish this Goal, two objectives have been identified:

Objective 1: Aerial Application of Wood Mulch

Wood mulch has been shown to reduce peak flows and increase soil moisture which speeds revegetation. By reducing overland flow from bare soils, the total sediment load and peak flows to unstable stream reaches is also reduced. Unstable stream reaches are particularly vulnerable to further erosion. Large peak flows and sediments coming from the hillslope can amplify in-stream erosion and lead to massive bank

failures ultimately contributing to debris flows. This is a concern not only for natural resources but also for property and lives. Wood mulch will be applied via helicopter to provide no less than 70% cover on the identified landscape.

Objective 2: Construction of point/linear projects

Point/linear projects generally fall into one of the four categories of EROSION CONTROL (including log erosion barriers, bank stabilization), SEDIMENT/DEBRIS CONTROL (including debris removal, debris booms, sediment basins, sediment removal), FLOOD PROTECTION (including flood barrier bags, overflow channels, floodplain connectivity), and OTHER (including emergency warning system, ditch/canal improvements, road & bridge protection, trash racks).

To implement the above Objectives, the following steps will be undertaken:

Step 1 – Collaboration and Planning. This step incorporates coordination with partners for the purpose of information sharing and project identification. Northern Water will work with USFS, Grand County and other recovery partners to coordinate activities, understand values at risk and develop a prioritization/decision-making matrix to guide watershed recovery activities. Watersheds will first be evaluated to determine relative risk utilizing the JW Associate's Composite Hazard Ranking. Those watersheds receiving the Highest and High Hazard Ranking will receive further investigation for project consideration. This will be accomplished through the establishment of a Technical Advisory Committee (TAC) made up of staff from federal partner agencies and Grand County. The TAC will meet as necessary to define the prioritization matrix and advance point project selection.

Step 2 – Aerial Mulching. This is described in detail in **Grant Task 1** below.

Step 3 – Point/Linear Project Identification. Under this step, point and linear projects will be identified and prioritized for design and construction and the feasibility of project construction will be conducted. Utilizing existing modeling information, local knowledge, rapid watershed assessment, detailed watershed assessment and other data sources, Northern Water will engage with partners to best understand the current status of stream stability within the burn area. Derived from post fire LIDAR data, digital elevation models will be constructed to provide a rapid assessment of major rivers and tributaries to determine instability, entrenchment, entrainment and other geomorphological conditions. These data will be used to determine the degree to which the stream system is out of equilibrium with respect to hydrology and hydraulics and if the system is a significant source of internal sediment loading. These systems will be ranked as "good", "fair", or "poor" according to their relative stability. Where the stream rankings indicate poor, or highly unstable, further efforts will be conducted to determine a conceptual level understanding of what kinds of treatments may be appropriate to address the issues. Potential techniques may be point or linear projects to arrest the stream bank and bed loading through stream bank stabilization, establishment of floodplain connectivity, increased roughness and other means. Roads and culverts will also be evaluated for their potential to exacerbate instability and loading. This work will be conducted rapidly, collecting as many needs and potential solutions as feasible. These projects will then be put through the decision-making matrix developed in Step 1. This exercise will evaluate the potential project for benefit, impact, feasibility and other objectives defined by the TAC. From this, a prioritized list of projects will be generated for design and implementation.

Step 4 – Point/Linear Project Design and Permitting. Selected projects identified in Task 3 will undergo detailed engineering analysis to determine final design and construction. A contractor will be selected to take the prioritized project list through the appropriate level of engineering design and determine permitting requirements. Generally speaking, low-tech process-based restoration techniques will require less engineering analysis than larger heavy civil projects. Work under this task will primarily be performed under Northern Water's Participating Agreement with the USFS. As mitigation treatments

on other lands are identified, additional agreements will be entered into prior to any work. Similarly, for any mitigation treatments identified in which Grand County will be the lead, Grand County will enter into similar agreements prior to work being accomplished. All agreements will be made available upon CWCB's request. The contractor used will vary based on the type of work to be done, and contractor procurement will follow Northern Water and landowner requirements. The contractor will then work with the engineer and other consultants in executing mitigation treatments. Due to the possibility of rapidly changing conditions, in some cases this will be through a collaborative construction manager/general contractor (CM/GC) arrangement, and in other cases it will be through a traditional design/build contract.

Step 5 – Point/Linear Project Construction. This is described in detail in **Grant Task 2** below.

Step 6 – Monitoring and Evaluation. Aerial mulch application will be evaluated for QA/QC Protocols on source material and application cover during the operations. Point/Linear projects constructed under this funding agreement will be monitored annually for three years following construction to determine if the project is functioning as intended. Some projects will be designed as temporary (i.e., debris racks), while others, such as streambank stabilization, will have a longer period of effectiveness. Staff will conduct annual inspections of the projects constructed under this agreement and compare them to the as-built drawings/photos and other design criteria. Projects that are not functioning as intended will be evaluated for repair or removal. Consideration will be applied to changing conditions in the burn area and stabilization of the watersheds over time.

Tasks	
Task 1 – Aerial Mulching	
Description of Task:	
Mulching treatments will occur under this task.	
CWCB funds will be matched with currently committed USFS funds of \$6.19 million dollars. It is currently anticipated that CWCB funds under this task will be for aerial mulching on BLM-owned land in Drowsy Water Creek Watershed. This area has been identified by Grand County as a special concern and mulch will begin to be applied as soon as possible in June 2022. BLM is attempting to provide funds for mulching on their lands but to date the funds have not been authorized nor been made otherwise available. If BLM funds arrive in time to cover the Drowsy Water Creek area, it will enable these CWCB funds to be used on additional lands either through mulching or additional point source treatments as described in Task 2.	
Method/Procedure:	
Northern Water is the overall project manager for this project, coordinating efforts between Agency and Ground County staff, and contractors supporting the work. Northern Water has retained Western States Reclamation (WSR) to oversee all aspects of the aerial mulch work including procurement of mulch, identification and retainment of staging areas/loading zones, conducting loading operations, and application of the material. Northern Water and Western States Reclamation executed a contract in April 2022 following an RFP process. Included in the contract documents are the QA/QC protocols for the source material and application. The RFP, contract and QA/QC protocols are available upon request.	
Deliverable:	
Northern Water will provide to CWCB a report and map summarizing CWCB-funded projects.	

Tasks	
Task 2 – Point/Linear Project Construction	
Description of Task:	
Once approved, construction of point source treatments is anticipated to occur in 2023. The final number of projects will be determined by available CWCB, USFS, and other partner funding. All projects will be constructed on federal lands.	
Method/Procedure:	
Work under this task will primarily be performed under Northern Water’s Participating Agreement with the USFS. The contractor used will vary based on the type of work to be done and contractor procurement will follow Northern Water contracting requirements. The contractor will then work with the engineer and other consultants in executing mitigation treatments. Due to the possibility of rapidly changing conditions, in some cases this will be through a collaborative construction manager/general contractor (CM/GC) arrangement, and in other cases it will be through a traditional design/build contract. Where appropriate, volunteers will be utilized to support construction of low-tech practices. All volunteers will be under direct supervision of agency or Northern Water staff and possess training.	
Deliverable:	
Northern Water will provide to CWCB a report and map summarizing CWCB-funded projects.	

REPORTING AND FINAL DELIVERABLE

Reporting: The Grantee shall provide the CWCB with a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues.

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

**COLORADO**Colorado Water
Conservation Board

Department of Natural Resources

EXHIBIT B, BUDGET and SCHEDULE**Watershed Restoration Program Grant****Prepared Date: May 24, 2022****Name of Applicant: Northern Colorado Water Conservancy District****Name of Water Project: East Troublesome Fire Watershed Recovery (USFS)****Project Start Date: Grant Issuance Date****Project End Date: May 31, 2025**

Task No.	Task Description	Task Start Date	Task End Date	Grant Funding Request	Match Funding	Total
1	Aerial Mulching	Grant Issuance Date	May 31, 2025	\$2,470,290	\$6,190,000	\$8,660,290
2	Point/Linear Project Construction	Grant Issuance Date	May 31, 2025	\$1,829,710	\$0	\$1,829,710
3						\$0
4						\$0
5						\$0
6						\$0
Total				\$4,300,000	\$6,190,000	\$10,490,000

EXHIBIT C-PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Invoice to: Colorado Water Conservation Board
1313 Sherman St. Rm. 721
Denver, Co 80203

East Troublesome Fire Watershed Recovery

Grantee: Northern Colorado Water Conservancy District

Address: 220 Water Ave. Berthoud, CO 80513

Phone No.: 800-369-7246

CWCB Contract or
Purchase Order No.: CTGG1 PDAA 2023*2041

Grant Amount: \$4,300,000

Date of Invoice: 9-Aug-22

Pay Request #: 1

Task	Description	Total Budget/Grant Funds	Previously Invoiced	Current Invoice	Remaining Total	Percent Complete
1	Aerial Mulching	\$2,470,290	\$0.00	\$589,374.68	\$1,880,915.32	23.9%
2	Point/Linear Project Construction	\$1,829,710	\$0.00	\$0.00	\$1,829,710.00	0.0%
	TOTALS	4,300,000.00	0.00	589,374.68	3,710,625.32	13.7%

Submitted by: Jonathan Hernandez, P.E.

Total Invoiced 589,374.68

Title: Project Analyst

Signature:



Invoice to: Colorado Water Conservation Board
1313 Sherman St. Rm. 721
Denver, Co 80203

Project Name

Grantee: Northern Colorado Water Conservancy District

Address: 220 Water Ave. Berthoud, CO 80513

Phone No.: 800-369-7246

CWCB Contract or
Purchase Order No.: CTGG1 PDAA 2023*2041

Grant Amount: \$4,300,000

Date of Invoice: 19-Sep-22

Pay Request #: 2

Task	Description	Total Budget/Grant Funds	Previously Invoiced	Current Invoice	Remaining Total	Percent Complete
1	Aerial Mulching	\$2,470,290.00	\$589,374.68	\$3,280,625.32	-\$1,399,710.00	156.7%
2	Point/Linear Project Construction	\$1,829,710.00	\$0.00		\$1,829,710.00	0.0%
3					\$0.00	#DIV/0!
4					\$0.00	#DIV/0!
5					\$0.00	#DIV/0!
6					\$0.00	#DIV/0!
7					\$0.00	#DIV/0!
	TOTALS	\$4,300,000.00	\$589,374.68	\$3,280,625.32	\$430,000.00	

Submitted by: Jonathan Hernandez, P.E.

Total Invoiced \$3,870,000.00

Title: Project Analyst

Signature:

Invoice to: Colorado Water Conservation Board
1313 Sherman St. Rm. 721
Denver, Co 80203

East Troublesome Fire Watershed Recovery

Grantee: Northern Colorado Water Conservancy District

Address: 220 Water Ave. Berthoud, CO 80513

Phone No.: 800-369-7246

CWCB Contract or
Purchase Order No.: CTGG1 PDAA 2023*2041

Grant Amount: \$4,300,000

Date of Invoice: 14-Oct-22

Pay Request #: 3

Task	Description	Total Budget/Grant Funds	Previously Invoiced	Current Invoice	Remaining Total	Percent Complete
1	Aerial Mulching	\$2,470,290	\$3,870,000.00	\$430,000.00	-\$1,829,710.00	174.1%
2	Point/Linear Project Construction	\$1,829,710	\$0.00	\$0.00	\$1,829,710.00	0.0%
TOTALS		4,300,000.00	3,870,000.00	430,000.00	0.00	100.0%

Submitted by: Jonathan Hernandez, P.E.

Total Invoiced 4,300,000.00

Title: Project Analyst

Signature:



*Note, invoices supporting full payment submitted with Pay Request 2. This request is for final 10% that was withheld pending submission of Final Deliverable.