

EXHIBIT A



1313 Sherman Street, Room 718
Denver, CO 80203

CMS#171057

Encumbrance # CTGG1 PDAA 2022*2181

City of Greeley

1000 10th St

Greeley, CO 80631

Dear Jennifer Petrzela, City of Greeley:

We are pleased to inform you that the Department of Natural Resources (DNR), Colorado Water Conservation Board (CWCB) has approved your application for funding pursuant to the Colorado Watershed Restoration Wild Fire Mitigation Grant ("Program") in the amount of \$6,307,336.80, (\$6,419,086.00 Local Match) for a total project cost of \$12,726,422.80. This letter authorizes you to proceed with the Cameron Peak Fire Area Phase 3 ("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 at chris.sturm@state.co.us.

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GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Natural Resources (DNR) Colorado Water Conservation Board (CWCB) 1313 Sherman St #718 Denver CO 80203	Contract Number CMS Number: 171057 Encumbrance Number: CTGG1 PDAA 2022*2181
Grantee City of Greeley	Grant Amount \$6,307,336.80
Grant Issuance Date Upon the Signature of the State Controller, or his delegate	
Grant Expiration Date August 27, 2025	Local Match Amount \$3,419,086.00
Grant Authority The CRS for this grant is 37-60-101 th 37-60-133. The Budget has been approved in SB21-240.	
Grant Purpose This grant is to conduct a Watershed grant for landscape scale post-fire mitigation for the Cameron Peak Fire to protect the critical watershed Phase 3.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> Exhibit A, Statement of Work and Budget. <p>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:</p> <ol style="list-style-type: none"> The provisions of the main body of this Grant. Exhibit A, Statement of Work and Budget. 	
Principal Representatives For the State: Chris Sturm CWCB 1313 Sherman St 718 Denver, CO 80203 chris.sturm@state.co.us	For Contractor: Jennifer Petrzelka City of Greeley 1001 11 th Ave Greeley, CO 80631

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CMS Number: 171057

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT



<p>STATE OF COLORADO Jared S. Polis, Governor Department of Natural Resources Dan Gibbs Colorado Water Conservation Board</p> <p>DocuSigned by: </p> <hr/> <p>By: Tina Heltzel, CWCB Budget Analyst</p> <p>Date: August 19, 2021 12:48 PM MDT</p>	<p>In accordance with §24-30-202, C.R.S., this Contract 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>DocuSigned by: </p> <p>By: Ion Cotsapas</p> <hr/> <p>DNR Procurement Director</p> <p>Effective Date: August 19, 2021 2:52 PM MDT</p>
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EXHIBIT A**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. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Early Termination in the Public Interest

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit A.
- 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.

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- 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
- 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

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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
- 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.

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

EXHIBIT A

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

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 Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

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

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

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The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

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EXHIBIT A**D. Incident Notice and Remediation**

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

EXHIBIT A**13. NOTICES AND REPRESENTATIVES**

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

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS**A. Assignment**

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

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of

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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.

EXHIBIT A**Exhibit A**
Scope of Work**GRANTEE and FISCAL AGENT (if different):** City of Greeley Water and Sewer Department**PRIMARY CONTACT:** Jennifer Petrzelka**ADDRESS:** 1001 11th Avenue, Second Floor,
Greeley, CO, 80631**PHONE:** 970-350-9859**PROJECT NAME:** Landscape scale post-fire mitigation for the Cameron Peak Fire to protect critical watershed values- Phase 3**GRANT AMOUNT:** \$6,307,336.80**INTRODUCTION AND BACKGROUND**

The Cameron Peak Fire (CPF) is the state's largest wildfire on record. It burned for over 100 days eventually surrounding ~ 16 mountain communities and 6 high elevation water storage reservoirs. According to the BAER report, 36% of the CPF burn perimeter is high to moderate severity burn. The BAER report determined that it was 'nearly certain (90% - 100%)' that water quality would be impacted by post fire debris flows, run-off, ash flows, sedimentation and nutrient loading within 1-3 years following the fire. Additionally, modelling done by the Colorado Forest Restoration Institute predicted that if the full fire perimeter was left untreated, hillslope erosion could increase by 1,267,301 Mg.

The purpose of this proposed project is to mitigate the negative consequences of the Cameron Peak Fire to high priority watershed values including water quality & supply, river ecosystem function & health, and to protect communities. The proposed scope would complement and further ongoing watershed-scale post-fire recovery efforts in the Poudre and Big Thompson watersheds. We are proposing to implement aerial mulching at a large enough landscape scale to reduce hillslope erosion in the highest priority sub-drainages. If fully funded, this project will be able to treat an additional approximately 1,850 high priority acres in the Poudre and Big Thompson watersheds.

This project will also support continued planning and implementation of unanticipated needs. After rain events, impacts from increased runoff and erosion are expected, however, it is unknown exactly what those specific impacts will be. For example, on July 20th, a rain event occurred causing debris flows and flooding throughout the Poudre River watershed, affecting the Black Hollow area specifically. Hillslopes eroded, debris piles filled the river, and homes were lost requiring a shift in our prioritization of projects. While Black Hollow was identified as a top priority for hillslope and channel rehabilitation work, the scope of the project now includes debris removal, temporary stabilization of the fan and river corridor, as well as potential long-term restoration. Funding from this grant will go towards stream and hillslope restoration and stabilization, riparian revegetation and other mitigation work as needs arise such as those that surfaced from the July 20th flooding event, as well as other events that may occur over the summer and into additional seasons.

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Finally, Cameron Peak Fire partners are interested in furthering collective learning and understanding more about the effectiveness of post-fire mitigation treatments. This project proposes to work with CSU researchers to expand CPRW's existing monitoring program to track impacts to water quality from wood mulch application. We also propose to have CPRW staff identify specific locations to monitor performance of recent wood mulch applications on slopes above 45%. CPRW staff and partners also plan to identify and assess several locations mulched as part of the High Park Fire recovery efforts, to help gauge site condition nearly 10 years after mulching efforts were completed. Finally, BTWC will work with partners to continue monitoring of a weather station at Buckhorn Canyon that is critical to community safety.

These projects are part of a larger program of work intended to provide holistic post-fire mitigation that will reduce hillslope erosion, protect water quality, river health, and community infrastructure on a total of 20,000 acres in high priority sub-drainages in the CPF burn scar. Currently available federal or local funds are not sufficient to treat the vast majority of these acres.

The USFS BAER program has not earmarked funds for watershed scale treatments and the NRCS EWP funds are not available, or are very limited, for work on federal lands (where the greatest treatment needs lie). Currently NRCS is considering funding a pilot program to mulch federal lands, as well as considering emergency funding for the Black Hollow area after the July 20th event. Even if approved, the total amount of funding available will still be insufficient to address some of the highest priorities in the watersheds. Thus, state funds are essential to fill this funding gap.

OBJECTIVES

List the objectives of the project. Please include objectives for all aspects of the project whether funded by the CWCB or not.

1. Treat approximately 1850 acres of high priority sub basins on non-wilderness USFS lands draining to the Poudre and Big Thompson by October 30, 2022 with wood mulch sourced from both local and outside locations (much of the locally sourced material is processed out of state due to lack of operating mills in the vicinity). &/or other effective post-fire mitigation actions (wattles, directional tree felling, etc).
2. Treat unidentified needs that may occur after the monsoon season including but not limited to planning/implementation for in-stream channel repairs, gulley/stream stabilization, riparian revegetation, and installation of sediment basins;
3. Provide capacity support for the CPRW and the BTWC to coordinate the implementation of mulching and unanticipated needs projects, as well as landowner education and engagement; and
4. Further knowledge and understanding of post-fire treatment efficacy and impacts and continue important community safety monitoring, through CSU research on water quality impact; CPRW monitoring the performance of mulched areas after precipitation events; BTWC and partner monitoring of an important weather station in the Buckhorn Canyon.

TASKS

Provide a detailed description of each task using the following format. Detailed descriptions are only required for CWCB funded tasks. Other tasks should be identified but do not require details beyond a brief description.

EXHIBIT A**TASK 1 – Implement a landscape scale aerial/mastication mulching program to protect downstream values at risk****Description of Task**

This task involves, overseeing program implementation, and verifying the outcomes. Mulching will primarily occur via aerial mulching but some areas will be treated via mastication. Work will occur on a mix of both USFS and private lands in the Poudre Watershed and the Big Thompson Watershed.

Priority areas for mulching have been previously identified via planning efforts in the Poudre and Big Thompson Watersheds. Areas mulched will be contingent on final funding secured among federal and state sources and field verification to determine final acreage that is best suited for mulching treatments. Priorities for mulching include the following areas:

Watershed	Area	Acreage
Poudre	Bennett Creek	215 acres to complement ~700 acres already underway
Poudre	Black Hollow	1370 acres
Poudre	Roaring Creek	800 acres
Poudre	Sevenmile Creek	360 acres
Big Thompson	Miller Fork/Black Creek	1590 acres
Big Thompson	Buckhorn Creek	Acreage TBD by 9/2021 aerial mulching assessment expansion

Method/Procedure

1. Complete mulch polygon verification of identified treatment locations prior to helicopter operations. Verification procedure will follow JW Associates CPF Mulch Polygon Field Procedures Plan.
2. Work with USFS to authorize use of existing trees in the burn area as wood mulch source materials; work with wood product company to source mulch if trees are unavailable from the burn area.
3. Finalize available budget to determine total number of additional acres to be treated.
4. Received Special Use Permit from USFS on July 16th.
5. Post Fire Program Manager started at CPRW on July 6, 2021 to manage and coordinate the Cameron Peak Fire mitigation work.
6. Helicopter Contractors in the Poudre began on July 19th and the team has finalized landing and staging areas to treat with the previously received CWCB funding. The CPRW Post Fire Program Manager is currently overseeing and coordinating quality control and contractor work.
7. Weather permitting, conduct mulching operations summer through fall 2021, potentially into summer 2022 pending unforeseen weather delays.

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8. Conduct post mulch inspections using the JW Associates CPF Aerial Mulch Inspection Plan to verify that treatment specs were met. As of August 11, 2021, approximately 2000 acres have been mulched in priority areas and field verified in the Poudre Watershed.
9. Aerial mulching operations in the Big Thompson will follow similar procedures and will leverage partner's existing contract for helicopter operations.

Deliverables

Reduced hillslope erosion on approximately 1,850 acres of Forest Service non-wilderness and private lands of high priority HUC 14s in the Poudre and Big Thompson Watershed.

TASK 2 –Address unanticipated needs that arise in the CPF burn area and engage private landowners and other stakeholders.

Description of Task

This task focuses on both public and private lands and landowners that will not receive post fire assistance through the EWP program or the previously awarded CWCB post-fire grant to implement fire mitigation. CPRW and BTWC will continue to identify unanticipated needs that arise after the summer monsoon season. These high priority needs may be addressed by a knowledgeable and experienced contractor to assist with design and implementation of identified projects and post fire restoration techniques. An example of an unanticipated high priority project occurred on July 20, 2021. A massive flash flood and debris flow event took place in the Black Hollow drainage in the CLP. Early estimates state that up to two inches of rain fell within an hour causing the river to rise from ~500 cfs to ~2,300 cfs in less than 20 minutes. At least five homes were destroyed, and one person has died. The impacts and needs are currently being assessed by CPF partners. It was already a priority area for mulching operations, and it is now a priority area for debris removal and longer-term river stabilization and alluvial fan restoration treatments.

We anticipate similar events occurring over the next 1-5 years post-fire. Cameron Peak Fire recovery partners experienced similar needs and implemented projects to address these needs in the years following the High Park Fire. Costs incurred for restoration efforts following the High Park Fire, such as Skin Gulch, UT3 and Seaman Reservoir projects were reviewed to estimate costs for projects that will likely arise from the Cameron Peak Fire. We anticipate a variety of needs on private and USFS lands following the monsoon season this year including: hillslope stabilization, gulley formation, stream instability, need for revegetation in riparian areas and reforestation. CPRW and BTWC will work with stakeholders and private landowners to identify these potential needs as they occur and develop a plan to design and implement solutions.

In addition to unanticipated needs, initial spatial analysis has been completed by CPRW to ascertain which private lands in the burn area not likely to be incorporated into the EWP program that align with watershed priorities and where it would be feasible to implement hand treatments.

Method/Procedure

1. Work with stakeholders and private landowners to identify needs that arise after the summer monsoon season that were not anticipated.
2. Secure landowner access agreements in place and create treatment plans.
3. Hire appropriate contractors to assist with prioritizing future mitigation sites and design/implementation.

EXHIBIT A

4. Recruit volunteers for projects, if feasible and effective.
5. Implement prioritized projects using potential methods like hillslope stabilization, revegetation/reforestation, sediment catchment basins, stream channel restoration, or other appropriate methods to mitigate erosion and sedimentation.
6. Continue to engage landowners and other core stakeholders.

Deliverables

- Prioritize unanticipated post-fire restoration needs on both private and USFS land, taking into account unanticipated needs that arise for localized weather events and other impacts.
- Implement 1-5 priority projects to stabilize streams and/or hillslopes and reduce sedimentation/ash runoff and debris flows on private or public lands
- Report summarizing accomplishments.

TASK 3- Monitor mulch impacts to water quality and mulch performance**Description of Task**

This monitoring task involves hiring two FTE graduate students to work under Dr. Stephanie Kampf, Dr. Peter Nelson at CSU and Dr. Charles Rhoades at Rocky Mountain Research Station. The graduate students will help to expand our existing monitoring program to track impacts to water quality from wood mulch application.

Additionally, CPRW will work with partners to identify and select several recently mulched areas that are over 45% slope. CPRW staff will visit these areas after precipitation events to gauge performance in comparison to selected mulched areas with more moderate slopes. Finally, CPRW staff will work with partners to identify areas mulched as part of the High Park Fire and will conduct site visits to gauge site condition nearly 10 years after mulching efforts were completed.

BTWC will work with City of Loveland and USGS to continue monitoring on a critical water quality monitoring station in the Buckhorn Creek near Masonville, CO. This station is important for community safety, but currently unfunded to ongoing monitoring post 2021.

Method/Procedure

1. Hire two FTE graduate students to work with researchers at CSU and RMRS to provide support to our monitoring program.
2. Refine monitoring plan in cooperation with RMRS and CSU & select sub-watershed sites for long-term measurements.
3. Graduate students will collect data for up to 2 years post mulch application.
4. RMRS will assist with water quality lab analysis. Analyze and report on data.
5. CPRW will work with partners to identify locations for ongoing monitoring of mulched areas with slopes over 45% and comparison areas. Areas for monitoring from the High Park Fire will also be identified.
6. CPRW will create a monitoring schedule, conduct monitoring, analyze and report on data collected.
7. BTWC will work with City of Loveland and partners to continue monitoring protocols via contract with USGS on the Buckhorn Canyon Weather Station.

EXHIBIT A**Deliverable**

1. Graduate students provide support to track impacts of wood mulch application on water quality and produce data and reports to share with land managers.
2. CPRW produced report detailing monitoring efforts on mulched areas.
3. Ongoing operation of the Buckhorn Canyon weather station through 2022.

TASK 4 – Project Management**Description of Task**

The City of Greeley will be in charge of ensuring that all aspects of the project are meeting milestones, achieving desired outcomes, and are being effectively coordinated. This task will be shared by CPRW's Post Fire Program Manager, who will largely oversee the overall coordination of large landscape aerial and other mulching implementation, quality control, and reporting. BTWC staff will also help track project management deliverables and milestones.

Method/Procedure

This task will involve regular consultations with consultants, contractors, and project partners working on the project and regular communication with stakeholders. Additionally, it will mean adhering to all grant administration requirements and other compliance needs.

Deliverable

The final deliverables for this task include: a stakeholder committee that is well informed about progress of projects with timely delivery of meeting notes; consultants and contractors who provide deliverables in keeping with defined milestones; and efficient/accurate grant administration.

REPORTING AND FINAL DELIVERABLE

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

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

EXHIBIT A

**COLORADO**Colorado Water
Conservation Board

Department of Natural Resources

Colorado Water Conservation Board**Watershed Restoration Program Grant****Budget and Schedule****Prepared Date: 08/11/2021****Name of Applicant: City of Greeley****Name of Water Project: Cameron Fire Recovery****Project Start Date: 08/27/2021****Project End Date: 08/27/2025**

Task No.	Task Description	Task Start Date	Task End Date	Grant Funding Request	Match Funding	Total
1	Mulching Program to Protect Watershed Values at Risk	8/27/2021	8/27/2025	\$4,252,920.00	\$3,253,031.00	\$7,505,951.00
2	Unanticipated Needs Hillslope Erosion	9/1/2021	8/27/2025	\$1,863,440.00	\$3,106,062.00	\$4,969,502.00
3	Research and Monitoring	9/1/2021	8/27/2025	\$190,976.80	\$59,993.00	\$250,969.80
Total				\$6,307,336.80	\$6,419,086.00	\$12,726,422.80

EXHIBIT A

**COLORADO****Colorado Water
Conservation Board**

Department of Natural Resources

**Colorado Water Conservation Board
Watershed Restoration Program Grant - Detailed Budget Estimate
Fair and Reasonable Estimate**

Prepared Date: 8/10/2021

Name of Applicant: City of Greeley

Name of Water Project: Cameron Peak Fire Recovery

EXAMPLE A: Study or Project Coordination**Task 1 - Implement Mulching Program to Protect Watershed Values at Risk**

Sub-task	Item	Hourly Rate	# Hours	Sub-total	Item Cost	Item Quantity	Sub-total	Total	CWCB Funds	Matching Funds
1A. Implement Mulching Program - Poudre Watershed										
	Aerial & ground mulching			\$0.00	\$2,150.00	1100.00	\$2,365,000.00	\$2,365,000.00	\$2,365,000.00	
	NRCS EWP Black Hollow costs						\$3,250,000.00	\$3,250,000.00		\$3,250,000.00
1B. Coordinate and oversee mulching work, monitoring & compliance - Poudre Watershed										
	CPRW Stakeholder Time	\$30.31	100	\$3,031.00			\$0.00	\$3,031.00	\$0.00	\$3,031.00
	CPRW Post-Fire Program Manager	\$50.00	80	\$4,000.00			\$0.00	\$4,000.00	\$4,000.00	\$0.00
	CPRW Forester	\$40.00	40	\$1,600.00			\$0.00	\$1,600.00	\$1,600.00	\$0.00
	CPRW Watershed Project Manager	\$40.00	40	\$1,600.00			\$0.00	\$1,600.00	\$1,600.00	\$0.00
	CPRW Communications Manager	\$36.00	20	\$720.00			\$0.00	\$720.00	\$720.00	\$0.00
1C. Implement Mulching Program - Big Thompson Watershed										
	Aerial & Ground Mulching				\$2,500.00	750.00	\$1,875,000.00	\$1,875,000.00	\$1,875,000.00	\$0.00
1D. Coordinate and oversee mitigation work & compliance - Big Thompson Watershed										
	BTWC Staff Time	\$50.00	100	\$5,000.00				\$5,000.00	\$5,000.00	\$0.00

Task 2 - Unanticipated needs on hillslopes and riparian areas

Sub-task	Item	Hourly Rate	# Hours	Sub-total	Item Cost	Item Quantity	Sub-total	Total	CWCB Funds	Matching Funds
2A. Coordinate the implementation of projects and landowners - Poudre Watershed										
	CPRW Post-Fire Project Manager	\$50.00	1000	\$50,000.00				\$50,000.00	\$50,000.00	\$0.00
	CPRW Forester	\$40.00	500	\$20,000.00				\$20,000.00	\$20,000.00	\$0.00
	CPRW Watershed Project Manager	\$40.00	500	\$20,000.00				\$20,000.00	\$20,000.00	\$0.00
	CPRW Executive Director	\$55.00	120	\$6,600.00				\$6,600.00	\$6,600.00	\$0.00
	CPRW Communications Manager	\$36.00	220	\$7,920.00				\$7,920.00	\$7,920.00	\$0.00
2B. Design and Implementation - Poudre										
	Consultant design			\$0.00	\$150.00	2000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$0.00
	Contractor labor to install projects			\$0.00	\$125.00	9000.00	\$1,125,000.00	\$1,125,000.00	\$1,125,000.00	\$0.00

EXHIBIT A

2C. Coordinate the implementation of projects and landowers - Big Thompson									
	BTWC Staff time	\$50.00	350	\$17,500.00			\$17,500.00	\$17,500.00	\$0.00
	BTWC Stakeholder Time	\$30.31	100	\$3,031.00			\$3,031.00	\$0.00	\$3,031.00
	BTWC Volunteer Time	\$30.31	100	\$3,031.00			\$3,031.00	\$0.00	\$3,031.00
2D. Design and Implementation - Big Thompson									
	Consultant design			\$0.00	\$150.00	1000.00	\$150,000.00	\$150,000.00	\$0.00
	Contractor labor to install projects				\$125.00	1300.00	\$162,500.00	\$162,500.00	\$0.00
	Larimer County fire recovery project costs						\$3,100,000.00	\$3,100,000.00	\$0.00

Task 3 - Research and Monitoring

Sub-task	Item	Hourly Rate	# Hours	Sub-total	Item Cost	Item Quantity	Sub-total	Total	CWCB Funds	Matching Funds
3A. CSU Research	2 FT grad students to to monitor impacts and analysis				\$203,145.00	1.00	\$203,145.00	\$203,145.00	\$143,152.00	\$59,993.00
3B. CPRW Monitoring	CPRW Post-Fire Project Manager	\$50.00	320	\$ 16,000.00				\$16,000.00	\$16,000.00	\$0.00
	CPRW Forester	\$40.00	160	\$ 6,400.00				\$6,400.00	\$6,400.00	\$0.00
	CPRW Watershed Project Manager	\$40.00	160	\$ 6,400.00				\$6,400.00	\$6,400.00	\$0.00
	CPRW Communications Manager	\$36.00	40	\$ 1,440.00				\$1,440.00	\$1,440.00	\$0.00
3C. Big Thompson Weather Monitoring	USGS Weather Monitoring at Buckhorn Creek				\$2,930.80	6	\$17,584.80	\$17,584.80	\$17,584.80	\$0.00
TOTAL								\$12,722,502.80	\$6,303,416.80	\$6,419,086.00
Other Direct Costs (see below)								\$3,920.00	\$3,920.00	\$0.00
OVERALL TOTAL								\$12,726,422.80	\$6,307,336.80	\$6,419,086.00

Other Direct Costs

Item:	Mileage Big Thompson	Mileage CPRW	Total
Units:	Miles	Miles	
Unit Cost:	\$0.56	\$0.56	
Site Visits/Landowner meetings	1000.00	6,000	7000.00
Total Units:	1,000	6,000	7000.00
Total Cost:	\$560.00	\$3,360.00	\$3,920.00