

**FIRST AMENDMENT TO SECOND REIMBURSEMENT AGREEMENT
FOR WILDFIRE MITIGATION AND REHABILITATION SERVICES**

This AGREEMENT (“Agreement”) is made this ___ day of **December** 2022 by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“Greeley”) and the COALITION FOR THE POUUDRE RIVER WATERSHED, a Colorado non-profit corporation (“CPRW”) (collectively, the “Parties”).

Recitals

- A. CPRW is a Colorado registered non-profit corporation organized to promote the ecological health of the Cache la Poudre River through collaboration with a broad range of stakeholders. CPRW has been designated a Section 501(c)(3) charitable organization by the Internal Revenue Service.
- B. The 2020 Cameron Peak Fire burned over 200,000 acres in the watersheds of the Cache la Poudre and Big Thompson Rivers, including acreage upon both public and private properties, and caused severe impacts to public infrastructure serving properties throughout Larimer and Weld Counties, including, without limitation, water supply infrastructure.
- C. Greeley and CPRW previously entered into the Second Reimbursement Agreement for Wildfire Mitigation and Rehabilitation Services dated February 11, 2022 (“Second Reimbursement Agreement”), which allows for the reimbursement of CPRW by Greeley for certain wildfire mitigation and rehabilitation work with two phases of grant funding from the Colorado Water Conservation Board (“CWCB”).
- D. CWCB has since awarded Greeley with another phase of grant funding that it can use for Cameron Peak Fire mitigation and rehabilitation measures and to pay for CPRW staff time, mileage, and design and construction for post-fire point-mitigation projects associated with Cameron Peak Fire restoration efforts (“Greeley Grants”).
- E. To facilitate the Scope of Work with the Greeley Grants, the Parties wish to amend certain terms of the Second Reimbursement Agreement.

THEREFORE, in consideration of the mutual promises and obligations stated herein, and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. **Amendment.** Section 2 (Sources of Funding; General Compliance with Greeley Grants) is amended by replacing it in its entirety with the following:
 2. Sources of Funding; General Compliance with Greeley Grants. As of the execution of this Agreement, Greeley has been awarded \$3,000,000 in grant funding by CWCB from its Watershed Restoration Program (Phase 2). Of this amount, and subject to the terms of this Agreement, **Greeley will make \$245,550 available for reimbursement to CPRW.** Greeley

has also been awarded \$6,307,336.60 in grant funding by CWCB from its Watershed Restoration Program (Phase 3). Of this amount, and subject to the terms of this Agreement, **Greeley will make \$1,567,680 available for reimbursement to CPRW.** In May 2022, Greeley was awarded \$2,763,282.00 in grant funding by CWCB from its Watershed Restoration Program (Phase 4). Of this amount, and subject to terms of this agreement, **Greeley will make \$645,782 available for reimbursement to CPRW.** Greeley and CPRW agree that any coordinated and collaborative activities undertaken pursuant to this Agreement, and any potential reimbursement to CPRW for such activities, are expressly subject to compliance with the terms and conditions of the Greeley Grants. CPRW acknowledges that Greeley is engaged in multiple watershed protection projects in response to the Cameron Peak Fire, and that accordingly, nothing in this Agreement obligates Greeley to commit the full entitlement of its grant awards related to the Cameron Peak Fire to mitigation efforts undertaken by CPRW pursuant to this Agreement. Nothing in this Agreement shall prevent either CPRW or Greeley from seeking additional grant funding for the recovery measures and mitigation efforts contemplated herein.

- 2. Remaining Terms in Full Force and Effect.** Except as explicitly modified by this Agreement, the terms and conditions of the Second Reimbursement Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City of Greeley and Coalition for the Poudre River Watershed have executed this Agreement on the date first set forth above.

COALITION FOR THE POUFRE RIVER WATERSHED
a Colorado Non-profit Corporation

By: Hally Strevey
Hally Strevey, Executive Director

Date: 12/7/2022

THE CITY OF GREELEY, COLORADO
a Colorado Home Rule Municipal Corporation
acting by and through its Water Enterprise

By: _____
City Manager

Date: _____

Approved as to Legal Form:

By: _____
City Attorney's Office

Date: _____

As to Availability of Funds:

By: _____
Director of Finance

Date: _____