



Rio Grande Watershed
Emergency Action Coordination Team

Hindsdale County • Mineral County • Rio Grande County

info@rweact.org

Introductory Packet For Board Members

October 2016



Rio Grande Watershed

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RWEACT Organizational Chart

Board of Directors

Travis Smith, Chair

Karla Shriver, Ramona Weber, Susan Thompson, Kevin Terry, Heather Dutton

Darius Allen, Jason Anderson, Joe Gallegos (TO BE APPROVED), VACANT (Conejos County)

Zeke Ward, Executive Director

Kristine Borchers

Administrative Assistant

Standing Committees:

Emma Reeser

Natural Resources

Terry Wetherill

Emergency Mangers

Steve Belz

Hydrology

Kristine Borchers

Communication

Economic Recovery

(Partners / Stakeholders active at the Committee and Project level)

Fiscal Agent for Governor's Order: Hinsdale County

Partner with Governor's Order: CWCB (Chris Sturm and Kirk Russell)

Fiscal Agent for Energy Impact funds: Rio Grande County

Partner with EIAF: Dpt of Local Affairs (Christy Culp)

RWEACT Attorney: Michael O'Loughlin

Ex-Officio Directors:

Dan Dallas, Rio Grande National Forest

Martha Williamson, Rio Grande National Forest



Rio Grande Watershed
Emergency Action Coordination Team

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Original and Enabling
Legislation
Governor's Order
and Contract
with Hinsdale County

STATE OF COLORADO

OFFICE OF THE GOVERNOR

136 State Capitol Building
Denver, Colorado 80203
Phone (303) 866 2471
Fax (303) 866 - 2003



John W. Hickenlooper
Governor

D 2013-022

EXECUTIVE ORDER

Reauthorizing and Amending the Declaration of Disaster Emergency for the West Fork Fire Complex in Mineral, Rio Grande, and Hinsdale Counties

Pursuant to the authority vested in the Governor of the State of Colorado and, in particular, pursuant to relevant portions of the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*, I, John W. Hickenlooper, Governor of the State of Colorado, hereby issue this Executive Order reauthorizing and amending Executive Order D 2013-017 declaring a disaster emergency due to the West Fork Fire Complex in Mineral, Rio Grande, and Hinsdale Counties, Colorado.

I. Background and Purpose

The Governor is responsible for meeting the dangers to the state and people presented by disasters. C.R.S. § 24-33.5-704(1). The Colorado Disaster Emergency Act defines a disaster as "the occurrence or imminent threat of widespread or severe damages, injury or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood [and] water contamination" C.R.S. § 24-33.5-703(3).

On June 5, 2013, lightning started the West Fork Fire in the San Juan National Forest in Mineral County. By June 21, 2013, the West Fork Fire Complex had grown to over 29,000 acres and the Governor verbally declared a disaster emergency. By July 23, 2013, the West Fork Complex Fire had grown to 109,615 acres and was 66% contained. The fire continues to burn inside its perimeter and the large amount of beetle kill trees and forecasted hot and dry weather exacerbate the likelihood of continued extreme fire behavior.

Emergency medical providers from outside Colorado continue to support firefighters on the West Fork Fire Complex and other large wildfires in Colorado, especially in northwest Colorado. In non-emergency circumstances, an individual providing emergency medical services in Colorado must possess a certification issued by the Colorado Department of Public Health and Environment. C.R.S. § 25-3.5-203(1)(b). During a disaster emergency, the Governor is

authorized to suspend the provisions of any regulatory statute or the regulations of any state agency if strict compliance with the provisions of the statute or regulation would in any way “prevent, hinder, or delay necessary action in coping with the emergency.” C.R.S. § 24-33.5-704(7)(a).

The West Fork Complex Fire severely damaged critical watersheds and forest soils, resulting in threats to water supplies and increasing the likelihood of severe flooding. Rainfall runoff in wildfire burn areas is significantly increased from pre-fire conditions due to loss of vegetation and changed soil conditions. As a result, lands within and downstream of burn areas will experience an increased threat of flooding for a number of years after the fire. Until burned watersheds recover, effective flood damage reduction tools include local preparedness, risk awareness, flood insurance policies, and mitigation. Further, the West Fork Fire Complex is located in an area of the state known to experience gaps in available weather radar due to terrain blockage of radar beams.

These conditions create an immediate need for financial relief in the West Fork Fire Complex burn area. Installations of weather radar infrastructure (either temporary or permanent), along with rain gauges and stream gauges at key locations, are needed to help develop a fully functioning flood alert system for the endangered watersheds and communities.

However, federal funds that normally help in post-fire flood mitigation and watershed management have been impaired due to federal sequestration. In light of these exceptional circumstances, on July 17, 2013, the Colorado Water Conservation Board unanimously elected to release \$2,500,000 from the Colorado Water Conservation Board’s Severance Tax Trust Fund Perpetual Base Account to Hinsdale County to help in post-fire mitigation, emergency preparedness and flood mitigation – including rain gauges and radar equipment to provide early warnings for flooding.

This Executive Order reauthorizes the state of disaster emergency for the West Fork Fire Complex and orders that \$2,500,000 from the Colorado Water Conservation Board’s Severance Tax Trust Fund Perpetual Base Account be utilized to help protect communities and natural resources in the West Fork Fire Complex burn area from post-wildfire dangers.

II. Declaration and Directives

A. The West Fork Fire Complex continues to constitute a disaster emergency for purposes of C.R.S. § 24-33.5-701, *et seq.*

B. Due to the extent of the West Fork Fire Complex and other wildfires burning in Colorado, C.R.S. § 25-3.5-203(1)(b) is suspended for providers directly in support of wildfire suppression operations who hold current emergency medical services provider licensure or certification in good standing from the National Registry of Emergency Medical Technicians or any state or territory in the United States until this Executive Order expires. C.R.S. § 24-33.5-704(7)(a).

I declare and direct that Executive Order D 2013-017 is hereby amended to add the following sections:

J. Pursuant to C.R.S. § 24-33.5-706(4)(b), the funds in the Disaster Emergency Fund are found to be insufficient to pay for emergency preparedness, high flow alert systems and post-fire mitigation in the West Fork Fire Complex burn areas. Therefore, it is ordered that \$2,500,000 be transferred from the Colorado Water Conservation Board's Severance Tax Trust Fund Perpetual Base Account to the Disaster Emergency Fund. It is further ordered that this \$2,500,000 be encumbered to pay for emergency preparedness, high flow alert systems and post-fire mitigation in the West Fork Fire Complex burn areas.

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K. The Colorado Water Conservation Board is directed to administer the funds described in paragraph II (J). The Colorado Water Conservation Board shall contract exclusively with Hinsdale County, who shall be the fiscal agent for the purposes of these funds. Hinsdale County will disburse these funds to contractors or entities performing the work through a separate contract, pursuant to the approval process described in paragraph II (L).

L. The Executive Director of Department of Natural Resources or his designee shall have authority to approve projects submitted by Hinsdale County for funding. The Executive Director of Department of Natural Resources or his designee shall use the Colorado Water Conservation Board's Watershed Restoration program guidelines as a template to review and consider all projects submitted by Hinsdale County for funding. At each Board meeting of the Colorado Water Conservation Board, the Director of the Colorado Water Conservation Board shall update the Board about projects completed, remaining balance of the fund, and projects under consideration.

M. The funds described in paragraph II (J) shall be available for five years from the date of this Executive Order. The Executive Director of Department of Natural Resources or his designee shall have the authority to determine when relief efforts have been completed. Upon this determination, or at the expiration of five years, any remaining funds shall be returned to the Colorado Water Conservation Board's Severance Tax Trust Fund Perpetual Base Account.

N. Upon the completion of the relief efforts, as described in paragraph II (M), Hinsdale County shall submit to the Colorado Water Conservation Board a final report that summarizes the work completed. This report shall include field documentation, photos, description of funds leveraged, lessons learned and any other information which would assist other entities or organizations in addressing post-fire mitigation. Hinsdale County, or its designated representative, shall formally present this report to the Colorado Water Conservation Board no later than 120 days after completion of the relief efforts.

III. Duration

Executive Order D 2013-017 remains in full force and effect as originally promulgated and as amended herein. This Executive Order shall expire thirty days from its date of signature, unless extended further by Executive Order, except that the funds described in paragraph II (I) shall remain available for the described purposes for five years from the date of June 21, 2013.



GIVEN under my hand and the
Executive Seal of the State of
Colorado this twenty-fifth day of
July, 2013.

John W. Hickenlooper
Governor

STATE OF COLORADO
Colorado Water Conservation Board
Master Task Order Contract
with
Hinsdale County

1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between Hinsdale County, PO Box 336, Lake City CO, 81235 (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Natural Resources Colorado Water Conservation Board, located at 1313 Sherman St. #723, Denver CO, 80203, (hereinafter called the "State" or "DNR/CWCB"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS**A. Authority, Appropriation, and Approval**

Authority to enter into this Contract exists in C.R.S.24-33.5-704(1), Executive Order D 2013-022 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The purpose of the contract is to provide help to protect communities and natural resources in the West Fork Fire Complex burn area from post-wildfire dangers with Hinsdale County being the fiscal agent per Executive Order D 2013-022.

D. This contract is exempt from the procurement code under C.R.S. §24-101-105(1)..

E. References

All references in this Contract 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.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit A** and each Task Order Letter.

B. Contract

"Contract" means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Contract Funds

"Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

D. Evaluation

“Evaluation” means the process of examining Contractor’s Work and rating it based on criteria established in §6 and **Exhibit A**.

E. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work/Executive Order #D 2013-022), **Exhibit B** (Watershed Program Guidelines), **Exhibit C** (Task Order Letter), and **Exhibit D** (Performance Measures).

F. Goods

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

G. Party or Parties

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

H. Review

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit A**.

I. Services

“Services” means the required services to be performed by Contractor pursuant to this Contract.

J. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

K. Work

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A**., including the performance of the Services and delivery of the Goods.

L. Work Product

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or September 1, 2013. This Contract shall terminate on September 1, 2018 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Contractor as provided in §16, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement Contract at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement Contract is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit A** and in any Task Order Letters on or before September 1, 2018. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

D. Task Orders

- i. Tasks shall be defined, negotiated, and ordered by agreement of the Parties and based on **fair and reasonable pricing** and are subject to the provision of this Contract. The State is not committing to issue any minimum number of Task Orders by entering into this contract. Changes to any provision hereunder, including, but not limited to prices specified, require a written amendment signed by the State Controller or designee.
- ii. Task Orders issued hereunder shall be processed as follows. The Contractor shall submit proposals as outlined in **Exhibit A**, section II.L, following the procedures in **Exhibit B**. The proposal shall be in a form acceptable to the State and include all pertinent information such as a Statement of Work, proposed time of performance, estimated number of hours, material costs, etc. Once the Parties agree regarding the foregoing, they shall prepare and execute a Task Order in a form similar to that attached hereto as **Exhibit C**.
- iii. Performance of the obligations set forth in the Task Order are subject to the provisions of this Contract. Contractor warrants that it will successfully complete its obligations under the Task Order within the stated time and price. The State is not obligated to perform its obligations under the Task Order until the State Controller or designee approves it
- iv. The cumulative not-to-exceed amount for all Task Orders issued pursuant to this contract is \$2,500,000. The State's financial obligation is limited to this amount, and Contractor shall not accept Task Orders resulting in a cumulative amount in excess thereof. Increases or decreases to the not-to-exceed amount require an amendment approved by the State Controller or designee.
- v. Task orders shall be processed during the Master Contract term, may not be used after expiration or termination of the Master Contract, and the tasks shall be completed before the Master Contract expires or terminates.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is \$2,500,000, as determined by the State from available funds under each individual Task Order Letter. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in each individual Task Order Letter. The maximum amount payable by the State to Contractor during each State fiscal year of this Contract shall be:

Up to \$2,500,000 in FY2014.
Up to \$2,500,000 in FY2015, minus any funds expended in FY2014.
Up to \$2,500,000 in FY2016, minus any funds expended in FY2015 and FY2014.
Up to \$2,500,000 in FY2017, minus any funds expended in FY2016, FY2015, and FY2014.
Up to \$2,500,000 in FY2018, minus any funds expended in FY2017, FY2016, FY2015, FY2014
Up to \$2,500,000 in FY2019, minus any funds expended in FY2018, FY2017, FY2016, FY2015, and FY2014.

B. Payment

i. Interim and Final Payments

Any payment allowed under this Contract or any Task Order shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Natural Resources.

C. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

D. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: **(i)** a period of three years after the date this Contract expires or is sooner terminated, or **(ii)** final payment is made hereunder, or **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the accepted standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the

State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

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

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

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

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary

action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Contract is terminated by the State pursuant to this §15(B), Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

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

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option **(a)** obtain for the State or Contractor the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chris Sturm
Colorado Water Conservation Board
1313 Sherman St #723
Denver, CO, 80203
chris.sturm@state.co.us

B. Contractor:

Name and Title of Person
Hinsdale County
PO Box 336
Lake City, CO 81235
Email

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions

of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Natural Resources, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall be conform the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The provisions of the main body of this Contract,**
- iii. Exhibit A/Executive Order# D 2013-022,**
- iv. Exhibit B, Watershed Program Guidelines**
- v. Exhibit C, Task Order Letter**
- vi. Exhibit D, Performance Measures**

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

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

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

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

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

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

E. 5. COMPLIANCE WITH LAW.

Contractor 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. 6. CHOICE OF LAW.

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

G. 7. BINDING ARBITRATION PROHIBITED.

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

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

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

I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

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

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

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

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Contract Routing Number CMS#59899

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p>CONTRACTOR Hinsdale County</p> <p>By: Cindy Dozier Title: Chair</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper. GOVERNOR Department of Natural Resources Mike King, Executive Director</p> <p>_____</p> <p>By: _____</p> <p>Name and Title</p> <p>Date: _____</p>
<p>2nd Contractor Signature if Needed</p> <p>By: Stan Whinnery Title: Vice Chair</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>
--

EXHIBIT A – Executive Order# D 2013-022

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EXHIBIT B – Watershed Program Guidelines

EXHIBIT C – SAMPLE TASK ORDER LETTER

Date:	Master Contract CMS #:	Task Order #	CMS Routing #
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In accordance with Section _____ of the Master Contract between the State of Colorado, Department of Natural Resources, Colorado Water Conservation Board, and Colorado Water Trust beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Task Order are modified as follows

- 1) **Task Order Description.** Contractor shall perform the task(s) listed in Contractor's Task Order Proposal dated _____, which is incorporated by reference herein in accordance with the provisions of the Master Contract (CMS/CLIN routing # _____).
- 2) **Price/Cost.** The maximum amount payable by the State for performance of this Task Order is \$ _____. The total Contract value including all previous amendments, Task Orders, etc., is \$ _____.
- 3) **Performance Period.** Contractor shall complete its obligations under this Task Order on or before _____.
- 4) **Effective Date.** The effective date hereof is upon approval of the State Controller or _____, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS TASK ORDER

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR
Hinsdale County

*Signature

Date: _____

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Natural Resources
Colorado Water Conservation Board

By: _____
James Eklund, Director
Colorado Water Conservation Board

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Task Order is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Exhibit D – Performance Measures

PERFORMANCE MONITORING

Performance monitoring for the contract shall include the following:

(a) Performance measures and standards

The CWCB will have monthly phone meetings with the Hinsdale County project manager to make sure the project is being completed in a timely manner.

(b) Accountability

Hinsdale County will submit documentation substantiating invoice amounts requested. Invoices will be submitted with brief reports of the planning, design, management, and construction purposes served by the expenditures.

(c) Monitoring Requirements

The CWCB will have access to all documents, data, and models associated with the Statements of Work submitted by Hinsdale County, and the CWCB will be copied on all progress reports. Each invoice will include information regarding the portion of the task(s) completed and the units and costs associated with each.

(d) Noncompliance Resolution

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



Rio Grande Watershed
Emergency Action Coordination Team

Minerals County • Mineral County • Rio Grande County

info@rweact.org

Current / Open Task Orders

#6 and #8

Hinsdale County
311 N Henson Street
P.O. Box 277 • Lake City • Co 81235

Fax: (970) 944-2630
www.hinsdalecountycolorado.us



Scope of Work, Task Order #6

GRANTEE and FISCAL AGENT (if different)
Grantee and Fiscal Agent; Hinsdale County, Colorado

PRIMARY CONTACT
Tom Spezze, RWEACT Executive Director
tom@dinatalewater.com
970-765-4231

ADDRESS
Hinsdale County, PO Box 277, Lake City, CO 81235

PHONE
970-944-2225, Administrator Paula Davis
970-596-9071, Grant Writer Kristine Borchers

PROJECT NAME: RWEACT Task Order #6

GRANT AMOUNT: \$638,253

Grant Amount includes \$607,860 and 5% fiscal agent administration

INTRODUCTION AND BACKGROUND
Provide a brief description of the project. (Please limit to half a page)

On June 5, 2013, lightning started the West Fork Fire in the San Juan National Forest in Mineral County. By June 21, 2013, the West Fork Complex fire had grown to over 29,000 acres. By July 23, 2013, the West Fork Complex fire had grown to 109,615 and at that time was 66% contained. The West Fork Complex Fire was declared 100% contained on December 31, 2013. The large amount of beetle-kill trees along with hot, dry weather and high winds in July and August contributed to extreme fire behavior during this catastrophic event.

The West Fork Complex fire severely damaged critical watershed and forest soils, resulting in threats to water supplies and increasing the likelihood of severe flooding. Rainfall runoff in wildfire burn areas is significantly increased from pre-fire conditions due to loss of vegetation and changed soil characteristics. As a result, lands within and downstream of burned areas will experience an increased threat of flooding and debris flow for several years after a significant fire event. Until burned watersheds recover, effective flood damage reduction tools include



local preparedness and awareness, flood insurance policies, and preventative actions for mitigating post-fire threats.

RWEACT (Rio Grande Watershed Emergency Action Coordination Team) is comprised of more than 40 partners including Hinsdale, Rio Grande and Mineral counties, the Rio Grande National Forest, and the Colorado Water Conservation Board to address effects of the West Fork Complex fire in south central Colorado. This effective, coordinated approach provides immediate actions for fire-caused hazards intended to protect human life, property, and the natural health of the Rio Grande watershed and its environment. RWEACT operates six standing committees – Core leadership, communications, economic recovery, hydrological, natural resources, and emergency management.

Task Order #1 established RWEACT structure, protocol and procedures; developed and implemented a Communications Plan, identified economic recovery actions; installed monitoring instrumentation and created early-warning plans; and provided additional field condition studies.

Task Order #2 established the Little Squaw Creek Restoration/Protection Project within the Little Squaw Treatment site.

Task Order #3 served to procure additional stream instrumentation, cost share in the installation of a debris boom, trash rack and the dredging of sediment deposited as a result of the burn scar, purchase and install a 300 watt National Weather radio system as a permanent public warning of significant storm events in the Upper Rio Grande and purchase of native seed to use with the Hydro-Mulch project planned along FS Road 520.

Task Order #4 reauthorized funding needed to continue the administration of the RWEACT structure, function and activities that were outlined in the original Scope of Work and Task Order #1 and as RWEACT moves from the “Emergent” phase into the more “long-term, strategic planning” phase for the positions of Executive Director and Assistant for RWEACT. In addition, Task Order #4 provided cost-share re-numeration to the Rio Grande Restoration Foundation for the services provided to RWEACT by the Foundation through Executive Director Heather Dutton’s time and specific expenses allocated to the Natural Resources Committee effort for RWEACT. Task Order #4 also allocated funding for the continued installation, monitoring and maintenance of rain/stream gauges and water quality monitoring devices.

Task Order #5 installed temporary Doppler radar, mapped Wildfire Flood Risk Potential, continued Communications support, and continued support from Rio Grande Restoration Foundation.



OBJECTIVES

The objectives of Task Order #6 are to develop the Upper Rio Grande VHF Communications Project and reauthorize funding needed to continue for twenty-four months the administration of the RWEACT structure, function and activities outlined in the original Scope of Work and Task Order #1 for the positions of Executive Director and Assistant for RWEACT. In addition, Task Order #6 provides cost-share funds to the Rio Grande Restoration Foundation for the services provided to RWEACT by the Foundation through Executive Director Heather Dutton's time and specific expenses allocated to the Natural Resources Committee effort for RWEACT. Task Order #6 also allocates funding for the continued installation, monitoring and maintenance of rain/stream gauges and water quality monitoring devices, as well as funding for oversight of the Emergency Management lead position.

Tasks for Task Order #6

Task 6:1 Upper Rio Grande VHF Communications Project

Description of Task

RWEACT will first review VHF capabilities at Hill 71 and Bristol Head with County staff, Emergency Managers, and other specialists to clearly identify needs and possibilities for upgrades. RWEACT will develop a plan based on findings and perhaps purchase and install two 100 watt VHF repeaters (one to be installed at Hill 71 within Hinsdale County and one to be installed at Bristol Head within Mineral County) and solar equipment to support energy needs at the Bristol Head location. Associated support equipment (cabling, mounting, racks) will be purchased as well. Spectracom will assist with, apply for, and obtain all licensing requirements, permit, and permissions. This project will provide Mineral and Hinsdale Counties and local First Response personnel with enhanced VHF communications vital in rural frontier mountainous areas such as the Upper Rio Grande Watershed. Additionally, this system will be used for future Weather Spotter information sharing as we continue preparedness and response efforts.

Deliverable:

Task 6:1 will install one 100 watt VHF repeater and support equipment at Bristol Head Tower Site (Mineral County). Task 6:1 will install solar equipment and support equipment at Bristol Head Tower Site. Task 6:1 will install one 100 watt VHF repeater and support equipment at Hill 71. Task 6:1 will purchase a five year extended repeater warranty. Matching contributions will include time costs associated with application and completion of all license requirements, permits, and permissions for both locations (Bristol Head and Hill 71).

Task 6:2 Executive Director Position

Description of Task

In addition to the Tasks outlined in previous Task Orders #1 and #4, the Executive Director position will serve to:

- continue to support and facilitate all Tasks outlined in Task Order #1 and Task Order #4;
- provide the leadership for and attendance at all CORE Team committees and meetings as well as full RWEACT meetings, and for communications, interactions, functions and operational decisions related to RWEACT;
- serve as the public point of contact and the face of RWEACT to all agencies, organizations, media and the public;
- serve as the primary point of contact for RWEACT with other established and emerging Watershed collaboratives (ie: CUSP, Chama Land Alliance, Arkansas Basin Watershed et al.).
- provide the day to day organization and personnel management and operational decision making necessary for the functions of RWEACT;
- coordinate and facilitate the procurement of all goods, services and projects for RWEACT;
- serve to further develop the relationships with the CWCB, Forest Service, RGNF level, Boards of County Commissioners, local government, State agencies, State legislators and congressional representatives and NGOs on matters related to RWEACT as well as the long-term forest management and watershed protection efforts both post fire and in a pro-active planning capacity representing the broad-base constituency that has been established by RWEACT;
- serve as the primary point of contact for RWEACT with the fiscal agents of RWEACT, Hinsdale County and Rio Grande County and in the continued development of those relationships and implementation of fiscal process;
- serve as the primary point of contact with the CWCB staff responsible for the funding administration afforded to RWEACT by the Governor's Executive Order and to further continue the development of the relationship and formal processes involved in this function including transparent fiscal accountability, required reporting and communication.
- continue to provide the long-term vision for RWEACT activities related to public safety, watershed and soil recovery and protection, and public awareness related to the post-fire impacts created by the West Fork Complex fire;
- continue to provide the direct interface with the Leadership body of RWEACT and to provide the leadership vision to the RWEACT CORE in carrying out the mission of RWEACT.

- serve as the primary point of contact for RWEACT in the RG National Forest Plan Revision process to address watershed/forest management actions that address post-wildfire conditions by reducing the risk of floods, debris flows, watershed and soil degradation and promotes the recovery and resiliency of watersheds and soils.



- serve as the lead for RWEACT, in conjunction with CWCB, in establishing a coalition of interests in the assessment, development and procurement of a PX-1000 or PX-10,000 type mobile radar unit to serve public safety, severe storm forecasting, watershed threats, stream flow forecasting and aviation needs in the San Luis Valley and SW Colorado.
 - be responsible for the strategic planning, capacity building, coordination of effort and strategy implementation in carrying out an expanded mission, ***“to act in the interest of public safety while serving as a post-wildfire, watershed recovery/protection, forest stewardship and advocacy organization with the primary goal of facilitating watershed recovery and maintaining watershed health and resiliency”***.
 - serve as the lead for RWEACT in the creation of a non-profit 501-c-3 entity to be known as “RWEACT-2” (or other name), that will be established in accordance with the above mission and Executive Order 2013-022 in the creation of a Watershed/Forest Stewardship Collaborative on public and private lands in the interest of the post-wildfire recovery of degraded watersheds and soils of the Rio Grande Basin and the Region. Work in conjunction with and parallel to the emerging Watershed Collaborative in the Arkansas Basin.
 - serve as lead for fund raising strategies to create a funding base of other than State monies to be used in match with State funds for projects and all functions of RWEACT and RWEACT-2 associated with public safety, flood and debris flow mitigation, watershed and soil recovery and long term protection.
- Deliverable:
- Task 6:2 will provide:
1. A fully functioning Executive Director and leadership role for RWEACT’s primary and emerging mission(s) which will enable a fully functioning, effective and efficient working entity representing the multi-jurisdictional agency, organization and public stakeholder body known as RWEACT. This includes consistency with the programs and policies of CWCB and in parallel with other emerging watershed collaboratives being established with state funding.
 2. A revised RGN Forest Plan that is functional, reasonable, streamlined and publically accepted to guide Forest actions that will directly address the recovery and long term protection of watersheds of the RGNF for the next 20 years.
 3. The procurement of a mobile radar unit that will serve the RG Basin and the SW Region of the state in public safety, severe storm forecasting, watershed protection, stream flow forecasting and aviation needs.



4. A Non-Profit, Watershed/Forest Stewardship Collaborative that is self-funded and focused on post-wildfire recovery of watersheds and soils as well as watershed/forest health and resiliency on both public and private lands of the RG Basin and the Region.
5. A fund base that has been raised from grants that will serve to match or replace CWCB, Executive Order 2013-022 monies for the mission-critical functions of RWEACT and RWEACT-2.

Task 6:3 – Administrative Assistant position

Description of Task

In addition to the Tasks outlined in previous Task Order #1 and Task Order #4, the Administrative Assistant position will serve to:

- continue to support the Executive Director and support and facilitate all Tasks outlined in previous Task Orders.
- serve as database manager and records-keeper for RWEACT;
- provide logistical and administrative support at direction of Executive Director;
- serve as lead Public Information Officer for RWEACT by facilitating written and electronic communication both internally and externally;
- serve as Project Lead for Communication Committee to facilitate collaborative partnership and leveraged communication outreach;
- draft, develop and continue to monitor Communication Plan for RWEACT for key messages and relevant, successful communication;
- draft, develop and facilitate publication / distribution of RWEACT communication products (website, newsletter, Facebook, rack cards, etc.; initial products identified in Task Order #1 and additional products developed by the Communication Committee as appropriate in budget and within approved, subsequent Task Orders);
- provide assistance to Committee Leads both administratively at direction of Executive Director and for public information per Committee;
- provide assistance and liaison between RWEACT and the fiscal agents of Hinsdale County and Rio Grande County to ensure timely payment of approved invoices, reporting, reimbursement requests, and subcontracting.

Deliverable

Task 6:3 will result in administrative support for the Executive Director of RWEACT and effective distribution of public information both internally and externally.

Task 6:4— Natural Resources Committee Lead Position

Description of Task



The Natural Resource Committee Leader position serves to:

- Coordinate Natural Resources Committee, which includes representatives from the United States Forest Service (USFS), Natural Resources Conservation Service (NRCS), Colorado Parks and Wildlife (CPW), Trout Unlimited (TU), Willow Creek Reclamation Committee (WCRC), Colorado State Forest Service (CSFS), and the Colorado Rio Grande Restoration Foundation (CRGRF);
- Participate in CORE meetings and planning discussions;
- Solicit input from the Natural Resources Committee and RWEACT to compile the Values at Risk (VARs) spreadsheet;
- Provide VARs to the USFS BAER Team and work with BAER Team to prioritize VARs, propose implementation actions, and assign parties responsible for implementation;
- Compile list of contractors to provide to landowners and NRCS;
- Serve as liaison between NRCS and RWEACT;
- Meet with landowners and stakeholders to evaluate potential hazards and develop mitigation measures;
- Coordinate with USGS and provide field data for debris and sediment flow study;
- Coordinate with Colorado School of Mines (CSM) in development and implementation of water quality monitoring plan and work with Colorado Division of Water Resources and CSM to carry out implementation of the Water Quality Study;
- Coordinate with two mulch manufacturers, three local contractors, USFS leadership, and landowners to develop experimental soil stabilization and revegetation test plots on two sites of moderate and severe slope in the burned area;
- Work with the USFS to complete archeological clearance for Project sites;
- Develop burned area seed mix for West Fork Fire Complex;
- Organize volunteer event to complete mulching and seeding in test plots;
-

In the foreseeable future, the Natural Resources Team Lead will continue to complete the activities detailed above, and will also:

- Work with Colorado School of Mines researchers to evaluate post-fire effects on water quality and develop thresholds for fish populations;
- Monitor soil stabilization and revegetation test plots over the long term;
- Oversee study of the West Fork Complex fire that pulls together the VARs, BAER Report, USGS debris and sediment flow study, NRCS soils study, and other applicable information to develop long-term priorities and a timeline of projects for implementation;
- Work with the Communications Team to share pictures and information about projects with the public in conjunction with the RWEACT Communications Plan.
- Assist RWEACT's Executive Director in the development of RWEACT as a Forest Health Watershed Protection Collaborative with the USFS in carrying out RWEACT's vision of the "State's Role" in managing healthy forests and a resilient watershed and local economy.



Deliverable

Task 6:4 results in a functioning Natural Resources Committee, which provides RWEACT expertise in restoration ecology, ecosystem function, wildlife management, fisheries biology, soils, hydrology, and geomorphology.

Task 6:5 Oversight of Hydrology program, including continued operation and maintenance of 6 Rain Gauges and Stream Gauges

Description of Task:

- Hydrologist will oversee RWEACT's hydrology program;
- Inspect and maintain 6 rain gauges to ensure optimal operation. Two rain gauges are easily accessible while the remaining ones are in remote locations;
- Monthly inspections are typical but unlikely in remote areas. RWEACT hydrologist proposes three inspections to occur in mid-May, early July and early September.
- Inspections will include checking connections, wiring, structural supports, solar panel orientation, tipping bucket calibration, install upgraded electronics and verify general operation.
- If replacement parts or additional repairs are required, a follow-up trip will be made as needed.
- Additional work for Hydrologist includes providing guidance, oversight, technical support, review of data and modeling, liaison with Emergency Management, determining appropriate levels, oversight of Hydrological Committee, participation with RWEACT Core group and RWEACT.

Background of Task:

Six rain gauges were installed in the West Fork Complex burn areas in 2013 and two additional stream/rain gauges were installed in 2014. Some snow removal may be necessary during the early May site visits at a couple of the higher altitude gauges if we have a heavy snow year (Task Order #1). Two stream/rain gauge systems and an alarm are installed on Little Squaw Creek. (Task Order #3).

Continued operation and maintenance of the six rain gauges is a vital part of the weather monitoring and early warning system implemented following the West Fork Complex fire. The rain gauge network was successful in allowing emergency management personnel and staff from the National Weather Service to monitor storm events. While no life-threatening rain events occurred in the late summer months of 2013 or 2014, precipitation intensity alarm thresholds were exceeded multiple times allow alerted NWS staff to closely monitor those heavier rainfall events. The importance of these rain gauges is now elevated because all of the temporary USFS RAWs will have been removed and the Doppler radar station was removed from Lobo Overlook in October of this year.



Deliverable:

Deliverable 6:5 results in a fully functioning Hydrological Committee and Hydrological Oversight / Assistance, including continued and successful functioning and operation of rain gauges and other Hydrology-related projects.

Task 6.6 Emergency Management Lead Position

The Emergency Management (EM) Lead position serves RWEACT by coordinating the EM function for RWEACT with other Emergency Management and Sheriff's Office personnel from Hinsdale, Mineral and Rio Grande Counties and the State Office of Emergency Management (OEM).

Description of Tasks;

- Position serves as the lead with Severe Weather Forecasting, deployment of Doppler, temporary radar through the University of Oklahoma Advanced Radar Research Center, National Weather Service, Colorado Water Conservation Board (CWCB), State Telecommunications and OEM;
- Position also serves as RWEACT's on-the-ground lead for the 3-County Emergency Response Protocol in the forecasting and public notification and safety in the event of severe weather and the potential for flash flood or debris flow events as identified in the 2014 Upper Rio Grande Communications Plan (A Communication, Notification, and Information Sharing Plan);
- Position serves as the Committee lead for the Emergency Management Committee;

Deliverable:

Deliverable 6:6 results in a fully functioning Emergency Management Committee and Emergency Management assistance with RWEACT.

REPORTING AND FINAL DELIVERABLE

Reporting

RWEACT, in partnership with Hinsdale County, will provide the CWCB a progress report (via a presentation to the CWCB Board at a regular meeting) within 6 months, beginning from the date of the approved Task Order #6. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work, implementation progress and end results at task completion.

Final Deliverable

Hinsdale County
311 N Henson Street
P.O. Box 277 • Lake City • Co 81235

Fax: (970) 944-2630
www.hinsdalecountycolorado.us



At completion of Task Order #6, RWEACT in partnership with Hinsdale County, will provide the CWCB a final report that summarizes the project and documents how goals and objectives were met. No specific report format is required. This report may contain photographs, summaries of meetings, end results of Tasks, engineering reports/designs, and various data sets.

Hinsdale County
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Scope of Work, Task Order #8

GRANTEE and FISCAL AGENT (if different)
Grantee and Fiscal Agent; Hinsdale County, Colorado

PRIMARY CONTACT
Kristine Borchers
kristineborchers@yahoo.com
970-596-9071

ADDRESS
Hinsdale County, PO Box 277, Lake City, CO 81235

PHONE
970-944-2225, Administrator Paula Davis

PROJECT NAME: RWEACT Task Order #8

GRANT AMOUNT: \$ 210,000.00

Grant Amount includes \$ 200,000.00 and 5% fiscal agent administration \$10,000.00

INTRODUCTION AND BACKGROUND

Provide a brief description of the project. (Please limit to half a page)

On June 5, 2013, lightning started the West Fork Fire in the San Juan National Forest in Mineral County. By June 21, 2013, the West Fork Complex fire had grown to over 29,000 acres. By July 23, 2013, the West Fork Complex fire had grown to 109,615 and at that time was 66% contained. The West Fork Complex Fire was declared 100% contained on December 31, 2013. The large amount of beetle-kill trees along with hot, dry weather and high winds in July and August contributed to extreme fire behavior during this catastrophic event.

The West Fork Complex fire severely damaged critical watershed and forest soils, resulting in threats to water supplies and increasing the likelihood of severe flooding. Rainfall runoff in wildfire burn areas is significantly increased from pre-fire conditions due to loss of vegetation and changed soil characteristics. As a result, lands within and downstream of burned areas will experience an increased threat of flooding and debris flow for several years after a significant fire event. Until burned watersheds recover, effective flood damage reduction tools include local preparedness and awareness, flood insurance policies, and preventative actions for mitigating post-fire threats.



RWEACT (Rio Grande Watershed Emergency Action Coordination Team) is comprised of more than 70 partners including Hinsdale, Rio Grande and Mineral counties, the Rio Grande National Forest, and the Colorado Water Conservation Board to address effects of the West Fork Complex fire in south central Colorado. This effective, coordinated approach provides immediate actions for fire-caused hazards intended to protect human life, property, and the natural health of the Rio Grande watershed and its environment. RWEACT operates six standing committees – Core leadership, communications, economic recovery, hydrological, natural resources, and emergency management.

Task Order #1 established RWEACT structure, protocol and procedures; developed and implemented a Communications Plan, identified economic recovery actions; installed monitoring instrumentation and created early-warning plans; and provided additional field condition studies.

Task Order #2 established the Little Squaw Creek Restoration/Protection Project within the Little Squaw Treatment site.

Task Order #3 served to procure additional stream instrumentation, cost share in the installation of a debris boom, trash rack and the dredging of sediment deposited as a result of the burn scar, purchase and install a 300 watt National Weather radio system as a permanent public warning of significant storm events in the Upper Rio Grande and purchase of native seed to use with the Hydro-Mulch project planned along FS Road 520.

Task Order #4 reauthorized funding needed to continue the administration of the RWEACT structure, function and activities that were outlined in the original Scope of Work and Task Order #1 and as RWEACT moves from the “Emergent” phase into the more “long-term, strategic planning” phase for the positions of Executive Director and Assistant for RWEACT. In addition, Task Order #4 provided cost-share re-numeration to the Rio Grande Restoration Foundation for the services provided to RWEACT by the Foundation through Executive Director Heather Dutton’s time and specific expenses allocated to the Natural Resources Committee effort for RWEACT. Task Order #4 also allocated funding for the continued installation, monitoring and maintenance of rain/stream gauges and water quality monitoring devices.

Task Order #5 installed temporary Doppler radar, mapped Wildfire Flood Risk Potential, continued Communications support, and continued support from Rio Grande Restoration Foundation.

Task Order #6 developed the Upper Rio Grande VHF Communications Project and reauthorized funding needed to continue the administration of the RWEACT structure, function and activities



that were outlined in the original Scope of Work and Task Order #1 for the positions of Executive Director and Assistant for RWEACT. In addition, Task Order #6 provides cost-share funds to the Rio Grande Restoration Foundation for the services provided to RWEACT by the Foundation through Executive Director Heather Dutton's time and specific expenses allocated to the Natural Resources Committee effort for RWEACT. Task Order #6 also allocates funding for the continued installation, monitoring and maintenance of rain/stream gauges and water quality monitoring devices.

Task Order #7 provided temporary Doppler radar installation on Lobo Overlook for the 2015 fall season and data subscription for the rain / stream gauges.

OBJECTIVES

The objectives of Task Order #8 are to partially fund an Upper Rio Grande Watershed Assessment, purchase emergency notification equipment and host identified training opportunities, continue general funding support for RWEACT communications expenses, 2016 electronic data subscriptions for rain and stream gauges, installation of instrumentation in Hinsdale County's Alpine Gulch basin, and GIS assistance tied to RWEACT deliverables.

Tasks for Task Order #8

Task 8:1 Upper Rio Grande Watershed Assessment

Description of Task: RWEACT will partner with multiple partners to conduct an Upper Rio Grande Watershed Assessment. Overall budget is estimated to be \$200,000; this Task Order provides \$100,000 funding towards the project. Multiple partners will be involved. In the late 1990s, a Rio Grande study from South Fork to Alamosa was conducted. Another assessment occurred from Alamosa to the Stateline. This headwaters assessment is a logical step and can guide future watershed stewardship activities. Emphasis areas will include riparian habitat assessment, geomorphology assessment, aquatic habitat, recreation, flow regimes, water quality, adjacent uplands, infrastructure, identify causes of degradation and priority projects. Funding is secured for \$33,000 through Colorado Department of Public Health & the Environment (CDPHE). Rio Grande Basin Roundtable funds will be requested. This work will identify prioritized work projects for the overall watershed. Partners include RWEACT and its five committees of Economic Recovery, Hydrology, Emergency Managers, Natural Resources, and Communications; the Counties of the Upper Rio Grande Basin (Mineral, Hinsdale, Rio Grande); CWCB, Chambers of Commerce and business stakeholders, marketing entities, Willow Creek Reclamation, the Colorado Rio Grande Restoration Foundation, Trout Unlimited, the San Luis Valley Water Conservancy District, Black Creek Hydrology, and more.



Deliverable:

Upon full funding, Task 8:1 will create an Upper Rio Grande Watershed Assessment that will include eight emphasis areas and prioritize and guide future efforts for restoration. Heather Dutton, general manager of the San Luis Valley Water Conservancy District and RWEACT's Natural Resources Committee Lead, will oversee this project.

Task 8:2 Purchase emergency notification equipment and training

Description of Task: In the three county region, early detection and emergency notification is vital for the public safety and well-being ahead of and during catastrophic events. Efforts to improve communication and early warning systems have been ongoing. This specific task includes tasks that fall within the identified goals and outcomes of the Three County Upper Rio Grande Communications Plan and Protocol – a document approved by the three Boards of County Commissioners annually. This document spans geographical boundaries by identifying zones for monitoring and notification. This request was developed individually and collectively by each of the three counties, using top communication needs through a prioritization process.

Deliverables:

Task 8.2 will create an unmanned drone program for the three county region to be able to remotely assess conditions (following all FCC rules and training requirements), host a three county Tabletop Exercise with a scenario crafted by the USDA Forest Service, conduct Ham Radio training, install a Ham repeater on Bristolhead thereby increasing the types of communication technology available in the region and increasing the chances of communication within our deep canyons and remote locations, purchase trunk radios, address communication with private airplanes, outfit the Rapid Response Team for quick triage of situations with four VHF radios and holsters, wire into location the emergency generator power backup system for Hinsdale County, purchase a Code Red laptop, develop a plan for stop gap measures for the failing communications system on Hill 71, purchase a mobile command center, and purchase Terrain Navigator Pro licensing to increase existing effectiveness of GPS-identified communication systems.

Task 8:3 Communications support

Description of Task: To continue ongoing support of RWEACT's communication efforts including web updates, social media postings, electronic newsletter subscriptions, logistics for public meetings, printing, and other communication needs as identified by Communications Committee or RWEACT core.

Deliverables:



Task 8.3 will provide support for outgoing communications for safety messages for the public (Move Up, Not Out) and sharing the story of RWEACT's projects and endeavors. Projects will be reviewed by the Communications team.

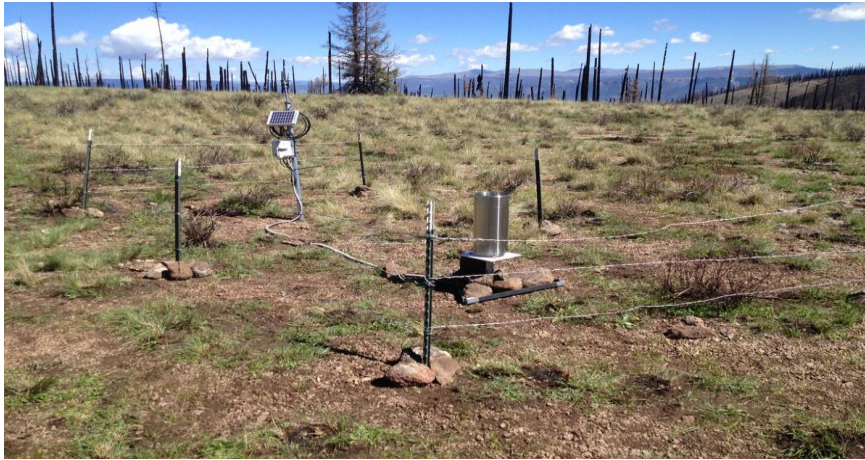
Task 8:4 Stream and Rain Gauge Data and Up-link

Description of Task

Sutron stream and rain gauges will be operated again by RWEACT during the summer of 2016 at 8 strategic, high risk locations across the RGNF. Locations will be evaluated and instruments may be moved strategically. Operational data collection and dissemination will cost \$1,000 per unit to operate the gauges including the Iridium satellite data subscriptions and the SutronWin subscription. The stream/rain gauges are operated for ground-truth/lag time measure in early, severe storm detection and to measure magnitude of potential impacts. The real-time information gathered from the Sutron stream and rain gauges is monitored by RWEACT staff, County Emergency Managers and both the Pueblo and Grand Junction offices of the National Weather Service. This early detection system is then plugged into the Three-County Emergency Management Protocol working in coordination with the National Weather Service (NWS) in issuance of electronic Storm Alerts, the VHF Weather Radio system and the verbal Weather Spotter program. This line item will also include costs of relocation, if required.

Deliverables:

Task 8:4 will provide the critical, remote weather data collection points (stream/rain gauges) necessary for an accurate and credible system of early prediction with for providing public alerts in this remote area of Colorado. All communication efforts for early notification work together for maximized and effective public safety notices. Eight rain gauge and two stream gauge instruments will transmit data. Relocation costs are factored into this budget request, as well as equipment maintenance and any required replacement since these instruments are now out of warranty. Final mapping locations of these instruments will be provided to CWCB (following approved site locations by the Forest Service).



Example: WFCF Texas Creek Rain Gauge, summer 2014

Task 8:5 Install instruments in the Alpine Gulch Basin

Description of Task: The area of the Alpine Gulch Basin is a twelve-mile rounded basin with efficient tributaries that narrows into canyons and feeds Henson Creek immediately above the Town of Lake City. A storm cell parked above this basin could have catastrophic impacts on the populated area downstream. Installation of this rain gauge will allow baseline data to be collected and conditions to be monitored. If needed, early notification systems will be implemented, following the Three County Protocol plan. This will be the tenth instrument deployed throughout the region. All instruments transmit data through subscription programs and communicate with the National Weather Service for warnings, watches, and advisories.

Deliverables:

Task 8:5 will install a rain gauge in the Alpine Gulch Basin of Hinsdale County, Colorado.

Task 8:6 GIS Assistance

Description of Task: GIS mapping including layered maps is vital to the assessment work of RWEACT, our natural resources committee, our hydrology committee, and our emergency managers. This line item provides funding assistance for GIS mapping required as we develop and go through the Upper Rio Grande Watershed Assessment process, as well as additional GIS mapping needs required for RWEACT's work.

Deliverables:

Task 8.6 will provide funding for contracted GIS work through Hinsdale, Mineral, and Rio Grande counties as it relates to RWEACT's work.

REPORTING AND FINAL DELIVERABLE

Hinsdale County
311 N Henson Street
P.O. Box 277 • Lake City • Co 81235

Fax: (970) 944-2630
www.hinsdalecountycolorado.us



Reporting

RWEACT, in partnership with Hinsdale County, will provide the CWCB quarterly progress reports, beginning from the date of the approved Task Order #8. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work, implementation progress and end results at task completion.

Final Deliverable

At completion of Task Order #8, RWEACT in partnership with Hinsdale County, will provide the CWCB a final report that summarizes the project and documents how goals and objectives were met. No specific report format is required. This report may contain photographs, summaries of meetings, end results of Tasks, engineering reports/designs, and various data sets.



Rio Grande Watershed
Emergency Action Coordination Team

Minerals County • Mineral County • Rio Grande County

info@rweact.org

EIAF #8056
Energy Impact Grant

Forest Plan Revision
Capacity Building

Contract with Rio Grande
County

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

RIO GRANDE COUNTY

Summary

Award Amount: \$118,750.00

Identification #s:

Encumbrance #: F16S8056 (DOLA's primary identification #)
Contract Management System #: 86958 (State of Colorado's tracking #)

Project Information:

Project/Award Number: ELAF 8056
Project Name: Rio Grande County RWEACT Capacity Building
Performance Period: Start Date: 2/23/16 End Date: 12/31/2017
Brief Description of Project / Assistance: The Project consists of expanding current regional efforts for planning, analysis, public engagement, coordination and collaboration during a Forest Plan Revision planning process currently underway, and in developing a basin-wide Watershed Stewardship Agreement with the USDA Forest Service, Rio Grande National Forest.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

**GRANTEE
RIO GRANDE COUNTY**

By: Doug Davie
Name of Authorized Individual (print)

Title: Rio Grande County Board Chairman
Official Title of Authorized Individual

Doug Davie
*Signature

Date: 2-3-16

**STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF LOCAL AFFAIRS**

By: Irv Haker
Irv Haker, Executive Director

Date: 2-19-16

PRE-APPROVED FORM CONTRACT REVIEWER

By: Bret Hillberry
Bret Hillberry, State Grants Program Manager

Date: 2/19/16

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: Janet Miks
Janet Miks, CPA, Controller Delegate

Date: 2/23/16

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

- 1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

- 2.1. Project Description.** The Project consists of expanding current regional efforts for planning, analysis, public engagement, coordination and collaboration during a Forest Plan Revision planning process currently underway, and in developing a basin-wide Watershed Stewardship Agreement with the USDA Forest Service, Rio Grande National Forest.

- 2.2. Work Description.** Rio Grande County (Grantee) shall retain a qualified consultant to provide coordination efforts for improving planning, analysis, public engagement, coordination and collaboration with federal land managers and stakeholders in the counties of Hinsale, Mineral, Rio Grande, Conejos, Costilla, Alamosa and Saguache, Colorado in support of the Rio Grande National Forest Plan Revision process currently underway in the region. In addition, the consultant shall facilitate the development of a basin-wide Watershed Stewardship Agreement with the USDA Forest Service, Rio Grande National Forest. The Grantee shall own all resulting plans and reports.

- 2.2.1.A** contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

- 2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

- 2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

- 2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

- 2.5. Eligible Expenses.** Eligible expenses shall include: consultant services costs for capacity building including meeting coordination, hosting and facilitation, plan review, developing comments, and negotiations.

- 2.6. Cost Savings.** Cost Savings derived while completing the Project shall be:

- 2.6.1.** ☒ split on a pro-rata basis between the State and Grantee

- 2.6.2.** ☐ returned to the State

3. DEFINITIONS

- 3.1. "Cost Savings"** means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

- 3.2. "Cumulative Budgetary Line Item Changes"** means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.

- 3.3. Project Budget Line items.**

- 3.3.1. "Consultant Services"** means consultant fees, RFP/bid advertisements, and attorney's fees.

- 3.4. "Substantial Completion"** means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is capacity building and better coordination between the affected counties and the National Forest Service in the Rio Grande National Forest Plan Revision process and the development of a basin-wide Watershed Stewardship Agreement.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Rio Grande, Hinsdale, Mineral, Alamosa, Saguache, Conejos and Costilla Counties.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up

Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “Budget Proposal”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Doug Davie, Board Chair (rgcommissioner@riograndecounty.org)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: **Kristine Borchers, Interim Director, Rio Grande Watershed Emergency Action Coordination Team (RWEACT) (kristineborchers@yahoo.com)**. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

- 6.1. Matching Funds.** Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the "Matching Funds" column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	\$237,500	\$118,750	\$118,750	Grantee
Total	\$237,500	\$118,750	\$118,750	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

- 7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$112,813	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$5,937	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$118,750	

- 7.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Rio Grande County 925 6 th Street, Room 207 Del Norte, CO 81132
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- 7.3. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

- 8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee	Rio Grande County	
Project Number: 8056	Name of Project	RWEACT Capacity Building	
DESCRIPTION OF PROJECT:	The Project consists of expanding current regional efforts for planning, analysis, public engagement, coordination and collaboration during a Forest Plan Revision planning process currently underway, and in developing a basin-wide Watershed Stewardship Agreement with the USDA Forest Service, Rio Grande National Forest.		
DLG Staff:	Christy Culp - Regional Manager (719) 589-2251 CC	Chelsea Stromberg - Regional Assistant (719) 589-2251 CS	
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...	
Award and finalize subcontract(s) and/or sub-grant(s).	Within 60 days of the Effective Date of this Grant Agreement.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: MM/DD/20YY
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: MM/DD/20YY
Contractor mobilization, by initiating the development of agreements with each affected county, identifying which counties will be participating in the cooperating agency status and which will not, and providing copies of all agreements and subcontracts to DOLA.	Within 90 days of the Effective Date of this Grant Agreement.	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: MM/DD/20YY
Project Completion.	December 31, 2017	Review past quarterly reports and review final report.	ACHIEVED: MM/DD/20YY

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016 1st Quarter 2017 2nd Quarter 2017 3rd Quarter 2017 4th Quarter 2017</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports.</p> <p>Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the Contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p> <p>Specifically, such sessions will determine if:</p> <p>i) A percentage of the capacity building activities have occurred and forest plan revision and watershed stewardship agreement documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information contains enough depth and detail to provide better coordination between the affected counties and the National Forest Service and to support the development of plan documents and agreements as described in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017 October 30, 2017 January 30, 2018</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	April 30, 2016 July 30, 2016 October 30, 2016 <u>January 30, 2017</u> April 30, 2017 July 30, 2017 October 30, 2017 January 30, 2018	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DOLA within 90 days after the Project Completion or expiration of Grant Agreement.	March 31, 2018	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:

<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.		
What are the forecasted costs for the next quarter?		
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?		
Do you foresee any potential problems meeting the Grant Agreement completion deadline?		
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?		



Rio Grande Watershed

Emergency Action Coordination Team

Minerals County • Mineral County • Rio Grande County

info@rweact.org

Nonprofit Bylaws

**Bylaws of
Rio Grande Watershed Emergency Action Coordination Team
(dba, RWEACT)**

**Article I
Offices**

Section 1. Principal Office

The principal address of the Rio Grande Watershed Emergency Action Coordination Team (referred to herein as the “corporation”) is located at P.O. Box 721, Lake City, CO 81235

Section 2. Change of Address

The designation of the address, county or state of the corporation’s principal office may be changed by amendment to the corporation’s Articles of Incorporation, or as otherwise provided by the Colorado Secretary of State.

The Board of Directors may change the principal office within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment to these Bylaws.

Section 3. Other Offices

The corporation may have offices at other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may designate.

**Article II
Nonprofit Purposes**

Section 1. IRS Section 501(c)3 Purposes

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)3 of the Internal Revenue Code and in the Articles of Incorporation as filed with the Colorado Secretary of State.

Section 2. Specific Objectives and Purposes

The Mission of the corporation is *“to promote partnerships and actions that provide for public safety and resiliency of communities and watersheds of the Rio Grande Basin in Colorado”*

The initial, enabling funding for the corporation came with Governor’s Executive Orders 017-2013 and 022-2013 as a result of the West Fork Complex Fire, which burned nearly 90,000 acres of the Rio Grande National Forest. A formal “state of emergency” was declared in the counties of Hinsdale, Mineral, and Rio Grande due to the massive fire. Therefore, a primary goal of the corporation was and is to provide for public safety and the immediate protection of watersheds through collaborative, public/private partnerships and processes, which provide both short and long term public benefits to the Rio Grande Basin and the region.

The objectives of the corporation are:

1. To continue to provide protection of public safety and critical infrastructure within the funding guidelines provided by its fiscal agents, Hinsdale County and Rio Grande County, as well as those provided by the Colorado Water Conservation Board and the Office of Emergency Management, respectively, for the dispersal of state funds authorized under Colorado Governor's Executive Orders 022-2013 and 017-2013.

2. To solicit funds and grants that facilitate a broad spectrum of conservation stewardship efforts on public and private lands throughout the Rio Grande Watershed in Colorado.

Article III Organization

Section 1. Affiliated Entities

The corporation will be made up of stakeholders that support the mission and objectives and purposes as outlined in Article 2, Section 2 above. The corporation's Board of Directors will encourage wide representation and participation in the corporation's meetings and activities. The corporation is a non-membership based organization.

Section 2. Board of Directors and Executive Committee

It is the intent of the corporation's Board of Directors to establish a Rio Grande Basin-wide representation of a voting Board made up of 6 to 12 voting members representing the stakeholders listed below.

The Board shall consist of one director each from the following stakeholders for 6 to 12 members:

1. Hinsdale County Commissioner or Hinsdale County BOCC Appointed Representative
2. Mineral County Commissioner or Mineral County BOCC Appointed Representative
3. Rio Grande County Commissioner or Rio Grande BOCC Appointed Representative
4. Conejos County Commissioner or Conejos County BOCC Appointed Representative
5. Alamosa County Commissioner or Alamosa County BOCC Appointed Representative
6. Costilla County Commissioner or Costilla County BOCC Appointed Representative
7. Saguache County Commissioner or Saguache County BOCC Appointed Representative
8. Rio Grande CWCB Director
9. Environmental Representative
10. Water User/Agriculture Representative
11. Local Business Representative (Wood Products)
12. Recreation/tourism Representative

Members of the Board of Directors (or their alternates) who are unable to attend a meeting in person may vote by telephone (by attending the meeting remotely), or e-mail through an established process identified in the Procedures. Directors must contact the Secretary or such person as the Secretary designates (designee), at least one day prior to a scheduled meeting, to make arrangements to use alternate voting privileges. The Secretary, or designee, will provide forms, as necessary, to enable members to vote through alternative means.

The Board of Directors votes to approve new Board members.

When possible and available, remote attendance by teleconference to a Board Meeting constitutes attendance.

The Executive Director for the corporation will work directly for the Board of Directors.

Best practices will be utilized for inclusiveness with representatives from local nonprofit organizations, regional, state and federal public land management agencies and partners in participation with the five standing committees listed below and in project work. Whenever possible, all projects will be collaborative and in close partnership with regional collaborators. In addition to the Board of Directors for leadership, RWEACT will have Standing Committees including Natural Resources, Hydrology, Emergency Managers, Economic Recovery, and Communications. All RWEACT Committee leaders from these Standing Committees will serve as “staff” and in an advisory capacity to the Executive Director.

Section 3. Officers of the Board of Directors

The Board of Directors will elect officers from among themselves. Officers of the Board will include Chair, Vice-Chair, Secretary, Treasurer or Secretary/Treasurer.

Term: Officers shall serve for a term of two years.

Officer terms shall be staggered so that the entire slate of officers does not turn over in any given year. To help provide continuity, the Vice-Chair may serve one term as Vice-Chair, and may subsequently serve as Chair for the next term. Officers shall be nominated by Board members during the last official business meeting of each even year, and confirmed by a majority vote of the Board of Directors. Elections will then take place during the first official meeting of each calendar year.

Each officer of the Board shall serve until his or her successor is elected. Officers may resign before completion of their term, by providing sixty (60) days written notice to the Secretary or designee.

The Executive Committee officers will include Chair, Vice-Chair, Secretary, Treasurer or Secretary/Treasurer.

The Board of Directors retains all powers and duties identified.

Section 4. Termination of Board Participation

Any Board member, or entity with a representative on the Board of Directors, may terminate participation at any time, by giving sixty (60) days written notice of termination to the Board of Directors.

The Board may take action against any Board member who regularly fails to attend meetings and has three unexcused absences in a year, or who fails to participate in necessary activities of the Board, up to and including removal from the Board.

Directors are expected to operate according to best practices in ethics and professionalism and as further stated in Procedures.

Section 7. Membership Fee

The corporation is a non-membership organization.

Section 8. Committees

In addition to the Standing Committees, committees and subcommittees may be formed as needed to perform tasks identified by the Board of Directors. Each committee shall serve at the pleasure of the Board, and may be longstanding, or short-term. Committees work under the direction of the Executive Director and all meeting notes, meeting notices, agendas, project updates, and any outcomes of any interactions or meetings shall be reviewed by the Executive Director or an assigned staff member. Meetings and actions of all committees shall be governed by all provisions of these Bylaws concerning meetings of the Board of Directors, with such changes as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution by the Board of Directors or by the committee.

Section 9. Decision Making

The corporation shall operate using the established and accepted Robert's Rules of Order.

It is the intent of the Board of Directors to achieve consensus on all action items and all reasonable efforts will be made to attain consensus. In the event that consensus is not achieved, and a quorum vote is taken (see Section 16, below), 50%+1 will carry the vote.

Section 10. Compensation

No compensation will be authorized or paid to the Board of Directors. Reimbursement for business-related expenses (such as travel to a meeting deemed to be for the benefit of the corporation) may be made in accordance with a Travel/Miscellaneous Expense policy as approved by the Board.

Section 11. Board Policies

The corporation will establish formal Policies under which it will conduct official business. These Board Policies will include but not be limited to: 1) Conflict of Interest Policy; 2) Non-Discrimination Policy; 3) Eligible Employees Policy; 4) Financial/Procurement Policy, Travel/Miscellaneous Expense Reimbursement Policy, Reporting Policy; 5) Compensation

Policy; 6) Drug-Free Workplace Policy. All members of the Board of Directors, Executive Committee, staff, and key volunteers or consultants shall review these Board Policies and shall always conduct business in accordance with these Policies.

Section 12. Powers

Subject to the provisions of the laws of this state, and any limitations in the Articles of Incorporation or these Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 13. Duties

The Board of Directors will have primary oversight for setting the strategic course of the corporation and for the review and approval of major programs and plans. Further, the Board of Directors will review and approve ALL policies submitted by the Executive Director or an established committee with the approval of the Executive Director (including but not limited to procurement, financial, conflict of interest, personnel, safety, and/or operational policies).

Other duties include, but are not limited to:

- a.) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws.
- b.) Appoint and remove, employ and discharge, and except as otherwise provided in these Bylaws, prescribe the duties and fix compensation, if any, of all officers, agents, and the Executive Director of the corporation.
- c.) The Executive Director, with approval from the Board of Directors, has the authority to supervise, hire and fire employees (staff) as deemed necessary to meet the organizational commitments and responsibilities under grants, agreements, and other funding sources, and to fulfill its mission.
- d.) Supervise the Executive Director of the corporation to assure that their duties are performed properly.

Section 14. Meeting Times

The Board of Directors shall meet at such times and places as required by these Bylaws and to adequately fulfill the responsibilities as defined below:

- a.) Provide leadership to guide and implement the Mission Statement and identified goals of the corporation.
- b.) Help to integrate stakeholders' interests in public safety and the health of watersheds and the environment into programs and projects.
- c.) Oversee business affairs of the corporation.
- d.) Help develop funding sources, grant applications, and oversee all reporting.
- e.) Other responsibilities as identified by the Board of Directors.

Section 15. Place of Meetings

Regular meetings shall be held at rotating places of business throughout the Rio Grande Basin in order to accommodate the large geographical area covered by the interests of the members, or at such other places as may be designated from time to time by resolution of the Board of Directors. The Board may opt to schedule special meetings via telephone conference call or web-based electronic meeting systems.

Section 16. Meetings

The corporation shall operate using the established and accepted Robert's Rules of Order. The following meeting rules shall also apply:

- a.) Meetings of the Board of Directors shall be held at least quarterly with monthly meetings held as business requires. These meetings may be in person or via telephone conference call.
- b.) Written notice of meetings shall be given to each member, and others as appropriate, at least fourteen days before all regularly scheduled meetings.
- c.) Special meetings may be called by any member of the Board of Directors upon receipt of a written request submitted to the Secretary or designee, at least three days before said meeting is scheduled to be held. The Secretary shall inform the other members of the Board at least 24 hours before said special meeting.
- d.) Fifty-one percent of the members must be present to constitute a quorum. No vote may be taken in the absence of a quorum.
- e.) Special meetings held via telephone conference call must address a specific issue, or issues, which cannot wait until a regular meeting.

Section 17. Conduct of Meetings

Meetings of the Board of Directors shall be presided over by the Chair. If no such person has been designated or in his or her absence, the Vice-Chair shall preside. In the absence of both the Chair and the Vice-Chair, then a temporary, "acting" Chair shall be chosen by a majority of those present at the meeting.

The Board shall elect a Secretary. The Secretary shall oversee the taking and preservation of the minutes of all meetings of the Board, shall assure that the records of the corporation are responsibly maintained and safeguarded, shall attest to all certified copies of official records, shall assure that documents of the corporation as may be required by law are appropriately filed, and shall perform such other duties as prescribed by the Board of Directors or by law.

If the Secretary is temporarily unavailable to fulfill his or her duties, the Board may appoint another qualified person to perform secretarial functions until the Secretary becomes available once again. Each committee shall appoint a person to perform secretarial functions for their committee, and said person shall file a copy of all documentation regarding committee work with the Secretary.

Section 18. Vacancies

Vacancies on the Board of Directors shall exist:

- 1.) Upon the death, resignation, or removal of any director, or
- 2.) Whenever the number of authorized directors is increased by a majority vote of the Board.

Any director may resign by providing written notice to the Chair, the Secretary, or the Board of Directors. No director may resign if the Board would then be left without sufficient directors to carry out its affairs, except upon notice to the Office of the Attorney General or other appropriate agency.

Directors may be removed from office, with or without cause, as permitted by these Bylaws and laws of this State.

Section 19. Non-liability of Directors

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation, except as provided for by the laws of this State. Directors & Officers Liability Policy will be maintained at all times by the Corporation.

Section 20. Indemnification

The Directors of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this State.

Section 21. Insurance of Corporate Officers

Except as otherwise noted under the provision of law, the Board of Directors shall authorize the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee, or other agent) against liability asserted against, and incurred by the agent in such capacity and arising out of the agents status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws, or the provision of law.

Article IV Execution of Instruments, Deposits and Funds

Section 1. Execution of Instruments

The Board of Directors, except as otherwise provided in these Bylaw, may by resolution, authorize the Executive Director to enter into contracts, and execute and deliver instruments in the name of the corporation, and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Checks and Notes

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the Chair. The Treasurer and Chair may designate the Executive Director or a member of the Executive Committee as alternate signatories, as they deem necessary for specific purposes.

Section 3. Deposits

All funds of the corporation shall be deposited to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

Section 4. Gifts

The Board may accept, on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation, as long as said contribution, gift or bequest does not encumber, compromise or unduly obligate the corporation in acceptance thereof.

Section 5. Financial Policies

The Board shall adopt by resolution written Financial Policies that supersede any or all sections of this Article, without having to revise these Bylaws. An annual budget will be prepared by the Staff and presented to the Board of Directors for adoption.

Article V Corporate Records, Reports and Seal

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office or at such place as the Secretary designates:

- a.) Minutes of all meetings of the Board of Directors, of committees, and of all members, indicating the time and place such meeting was held, whether a regular meeting or special meeting, how called, notice given, and names of those present and the proceedings thereof.
- b.) Adequate and correct books and record of accounts, including accounts of its properties and business transactions, and accounts of its assets, liabilities, receipts disbursements, gains and losses.
- c.) A record of its partners, if any, indicating their names, addresses, and if applicable, class of partnership.
- d.) A copy of the corporation's Articles of Incorporation, Bylaws, and all Policies as amended to date, which shall be open to inspection by the Board members at all reasonable times during office hours.

Section 2. Corporate Seal

The Board will retain the RWEACT logo as its corporate seal for its use and may alter the corporate seal. The Secretary or Secretary's designee shall keep such seal and use the corporate seal on all correspondence when possible. Failure to affix the seal to corporate instruments, however, shall not affect the validity of such instrument.

Section 3. Inspection Rights

Every Board Director shall have the absolute right, at any reasonable time, to inspect and copy all books, records, and documents of every kind, and to inspect the physical properties of the corporation.

Each and every partner member, including special classes, and members of the general public, shall have the following rights, for a purpose reasonably related to such person's interests:

- a.) To inspect and obtain copies of records of all voting Directors' names and addresses, and voting rights, at such reasonable times upon written demand to the Secretary.
- b.) To inspect and obtain copies of, at any reasonable time, records of minutes from public meetings, upon written demand to the Secretary.

The Board may establish reasonable fees to charge for copying requested records. Any inspection under these provisions may be made by the person, an agent or attorney, for the person making the request.

Section 4. Periodic Report

The Board, or any agent thereof, shall cause any annual or periodic report required under law to be prepared and delivered to an office of this State or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article VI

IRS 501(c)(3) Tax Exempt Provisions

Section 1. Limitation on Activities

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided for by Section 501 (h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provision of these Bylaws, the corporation shall not carry on any activities not permitted to be carried on by:

a) A corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, or

b) A corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. Prohibition Against Private Inurement

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for service rendered by employees and agents, and to make payments and distributions in furtherance of the purposes of the corporation.

Section 3. Dissolution of Organization and Distribution of Assets

a) A two-thirds vote of the Board of Directors shall be required to dissolve the corporation.

b) Upon dissolution of the corporation, any assets remaining after payment of or provision for its debts and liabilities shall, consistent with the purposes of the organization, be paid over to a 501(c)(3) corporation or local government for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of the State of Colorado.

c) No part of the net assets or net earnings of the corporation shall inure to the benefit of or be paid or distributed to an officer, Director, member, employee, or donor of the organization, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Article VII

Amendment of Bylaws

These Bylaws may be amended by a majority (50%+1) vote of the Board of Directors at any regular meeting, or any special meeting of the Board, provided that the amendment has been submitted in writing to the Board at the previous meeting and included in the minutes of that meeting.

Article 8

Construction and Terms

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of the Bylaws shall be unaffected by such holding.

All references in the Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation and Articles of Amendments to the Articles of Incorporation, if any, of the corporation, as filed with the Secretary of State and used to establish the legal existence of the corporation.

All references in these Bylaws to a section, or sections, of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended, or to corresponding provisions of future Federal tax codes.

Article IX

Non-Discrimination

No person shall be denied engagement or employment in the corporation, or be denied admission to or participation in any event promoted or sponsored in whole or in part by the corporation, solely because of his/her sex, race, religion, or ethnic heritage.

Bylaws Addition
November 9, 2015

The original enabling legislation from the Governor's Order 17 and 22 will remain under contract with the local government / fiscal agent of Rio Grande and Hinsdale counties. RWEACT will continue to partner with these entities.

This version of the Bylaws supersedes the August 3, 2015, version and the November 9, 2015, addition.

Adoption of Bylaws

These Bylaws may be adopted by electronic mail.

The foregoing Bylaws of Rio Grande Watershed Emergency Action Coordination Team were approved as of the 18 day of July 2016, by the Board of Directors and are hereby certified as being the true and accurate Bylaws adopted on said date.

Travis Smith, Board Member

Karla Shriver, Board Member

Ramona Weber, Board Member

Susan Thompson, Board Member

Kevin Terry, Board Member

Heather Dutton, Board Member