

**Watershed Agreement  
between the  
Colorado River Water Conservation District  
(Referred to herein as the sponsor)  
and the  
Natural Resources Conservation Service,  
U.S. Department of Agriculture  
(Referred to herein as NRCS)**

**Whereas**, application has heretofore been made to the Secretary of Agriculture by the sponsor for assistance in preparing a plan for works of improvement for the Lower Gunnison River Basin, State of Colorado, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012); and

**Whereas**, the responsibility for administration of the Watershed Protection and Flood Prevention Act, has been assigned by the Secretary of Agriculture to NRCS; and

**Whereas**, there has been developed through the cooperative efforts of the sponsor and NRCS a watershed project plan and environmental impact statement (or environmental assessment) for works of improvement for the Lower Gunnison River Basin, State of Colorado, hereinafter referred to as the watershed project plan or plan, which plan is annexed to and made a part of this agreement;

**Now**, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the sponsor hereby agrees on this watershed project plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

**1. Term.** The term of this agreement is for the installation period and evaluated life of the project (50 years) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.

**2. Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.

**3. Real Property.** The sponsor will provide assurance that subrecipients or any landowner with who it contracts has acquired or has legal access to such real property as will be needed in connection with the works of improvement.

**4. Cost-share for Watershed Project Plans.** The following table will be used to show cost-share percentages and amounts for watershed project plan implementation. (You may need to add columns for subcontractors)

Cost-share Table for Watershed Operation or Rehabilitation Projects					
Works of Improvement	NRCS		Sponsor		Total
Cost-sharable Items	Percent	Cost	Percent	Cost	Cost
List measures by purpose and rate of assistance. <sup>1/</sup>					
Multipurpose Structure No. 1	99%	\$264,285	1%	\$2,000	\$266,285
Channels	30%	\$3,860,282	70%	\$9,209,730	\$13,070,012
Floodplain Easements (0 Acres)	N/A				
Land Treatment Measure	91%	\$499,874	9%	\$48,483	\$548,357
Mitigation	N/A				
Real Property Acquisition Cost	N/A				
Relocation <sup>2/</sup>	N/A				
Sponsors Engineering Costs	N/A				
<b>Subtotal: Cost-Sharable Costs</b>	33%	\$4,624,441	67%	\$9,260,213	\$13,884,654
<b>Non-Cost-Sharable Items <sup>3/</sup></b>					
NRCS Technical Assistance/Engineering	100%	\$1,515,499			\$1,515,499
Project Administration <sup>4/</sup>	N/A				
Water, Mineral and Other Resource Rights <sup>5/</sup>	N/A				
Permits <sup>5/</sup>	N/A				
Real Property Rights <sup>5/</sup>	N/A				
Relocation, Beyond Required Decent, Safe, Sanitary <sup>6/</sup>	N/A				
Non-Project Costs			100%	\$48,000	\$48,000
<b>Subtotal: Non-Cost-Share Costs</b>	97%	\$1,515,499	3%	\$48,000	\$1,563,499
<b>Total:</b>	40%	\$6,139,940	60%	\$9,308,213	\$15,448,153



Cost-share Table for Watershed Operation or Rehabilitation Projects					
Works of Improvement	NRCS		Sponsor		Total
Cost-sharable Items	Percent	Cost	Percent	Cost	Cost
<p>1/ Installation costs explanatory notes:</p> <p>(a) List each multiple-purpose measure separately. Specific cost items and joint costs of multiple-purpose measures will be shown as separate line item entries. Single-purpose measures may be grouped by kind if the rate of assistance is the same for each measure or group.</p> <p>(b) For watershed protection enduring measures, the following footnote should be included: 1/ The cost-share rate is the percentage of the average cost of installing the practice in the selected plan for the evaluation unit. During project implementation, the actual cost-share rate must not exceed the rate of assistance for similar practices and measures under existing national programs.</p> <p>2/ Relocation payments and assurances explanatory notes:</p> <p>(a) Includes replacement in kind, and payments necessary to meet decent, safe, and sanitary provisions. Enter the total estimated relocation assistance payment from table 1. Percentages for cost sharing will be based upon the cost-share rate of the project purpose requiring the relocation. The relocation assistance advisory services cost is to be included when computing the cost sharing percentages. These percentages are to be used for the life of the project regardless of future changes or supplements.</p> <p>(b) If the planned project measures will not cause the displacement of any person, business, or farm operation under present conditions, show cost sharing percentages, place \$0 1/ in "Estimated Relocation Payment Costs," and footnote the column as follows: 1/ Investigation of the watershed project area indicates that no displacements will be involved under present conditions. However, in the event that displacement becomes necessary at a later date, the cost of relocation assistance and payments will be cost-shared in accordance with the percentages shown.</p> <p>3/ If actual non-cost-sharable item expenditures vary from these figures, the responsible party will bear the change.</p> <p>4/ The sponsors and NRCS will each bear the costs of project administration that each incurs. Sponsor costs for project administration include relocation assistance advisory service.</p> <p>5/ The sponsors will acquire with other than Watershed Protection and Flood Prevention Act funds, such real property as will be needed in connection with the works of improvement. The value of real property is eligible as in-kind contributions toward the sponsors' share of the works of improvement costs. In no case will the amount of an in-kind contribution exceed the sponsors' share of the cost for the works of improvement. The maximum cost eligible for in-kind credit is the same as that for cost sharing.</p> <p>6/ Relocation payments for the cost of improvements beyond decent, safe and sanitary requirements is a non-project cost ineligible for assistance under the act.</p>					

**5. Water and Mineral Rights.** The sponsor will provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement.

**6. Permits.** The sponsor will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement whether directly or indirectly.

**7. NRCS Assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.

**8. Additional Agreements.** A separate agreement will be entered into between NRCS and the sponsor before either party either directly or indirectly initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.

**9. Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the sponsor or any of its subrecipients or subcontractors has failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsor in writing of the determination and the reasons for the deauthorization of project funding, together with the effective

date. Payments made to the sponsor or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsor having specific responsibilities for the measure involved.

**10. Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.

**11. Operation and Maintenance (O&M).** The sponsor will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (50 years). Although the sponsor's responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.

**12. Emergency Action Plan.** Prior to construction, the sponsor must prepare an emergency action plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.

**13. Nondiscrimination Provisions.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

**14. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021).** By signing this Watershed Agreement, the sponsor is providing the certification set out below. If it is later determined that the sponsor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

*Controlled substance* means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

*Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees, (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant, and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantees' payroll, or employees of subrecipients or subcontractors in covered workplaces).

**Certification:**

A. The sponsor certifies that it will or will continue to provide a drug-free workplace by—

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about—
  - (a) The danger of drug abuse in the workplace.
  - (b) The grantee's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction.
- (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted—

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The sponsor may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.

C. Agencies will keep the original of all disclosure reports in the official files of the agency.

#### **15. Certification Regarding Lobbying (7 CFR Part 3018)**

A. The sponsor certifies to the best of its knowledge and belief, that—

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsor or any of the subrecipients or subcontractors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The sponsor must require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **16. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions (7 CFR Part 3017).**

A. The sponsor certifies to the best of their knowledge and belief, that they and their principals and any subrecipients and subcontractors—

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

#### **17. Clean Air and Water Certification.**

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. Section 7413(c)) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c)) and is listed by EPA, or is not otherwise exempt.)

A. The project sponsoring organization's signatory to this agreement certifies as follows:

- (1) Any facility to be utilized in the performance of this proposed agreement is (\_\_\_\_), is not (☒ X) listed on the Environmental Protection Agency List of Violating Facilities.
- (2) To promptly notify the NRCS-Assistant State Conservationist for Partnerships prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The project sponsoring organization's signatory to this agreement agrees as follows:

- (1) To comply with and to require all subrecipients and subcontractors to comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.



- (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement.

C. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
- (5) The term “facility” means any building, plan, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plan, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

## **18. Assurances and Compliance.**

As a condition of the grant or cooperative agreement, the sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein and that it will require all subrecipients and subcontractors to comply.


State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

## 19. Examination of Records.

The sponsor must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement including those documents that might be held or retained by any subrecipient or subcontractor for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

## 20. Signatures


Colorado River Water Conservation District	By 
_____ Sponsor	_____ Eric Kuhn
	Title General Manager
	_____ Title
201 Centennial, Suite 200	Date December 12, 2017
Glenwood Springs, CO 81601	_____ Date
_____ Address Zip Code	

The signing of this agreement was authorized by a motion of the Colorado River Water Conservation District governing body at a meeting held on December 8, 2017.

	201 Centennial, Suite 200
_____ Dan Birch	Glenwood Springs, CO 81601
Deputy General Manager	_____ Address Zip Code

Date: December 12, 2017

Natural Resources Conservation Service  
U.S. Department of Agriculture  
Approved by:



\_\_\_\_\_  
Clint Evans  
State Conservationist, NRCS  
Denver, Colorado

Date: December 12, 2017





**NOTICE OF GRANT AND AGREEMENT AWARD**



<b>1. Award Identifying Number</b> 68-8B05-A-15-03		<b>2. Amendment No.</b> 02	<b>3. Award/Project Period</b> 07/15/2015 - 09/30/2020	<b>4. Type of Award Instrument</b> Cooperative																												
<b>5. Agency: Natural Resources Conservation Service (NRCS)</b> (Name and Address)  NRCS - Colorado State Office Denver Federal Center Building 56, Room 2604, PO Box 25426 Denver, CO 80225-0426			<b>6. Recipient Organization: (Name and Address)</b> Colorado River Water Conservation District (CRWCD) P.O. Box 1120 Glenwood Springs, CO 81601 <table border="1" style="width:100%; margin-top: 5px;"> <tr> <td><b>DUNS:</b> 040716177</td> <td><b>EIN:</b> 84-6000156</td> </tr> </table>		<b>DUNS:</b> 040716177	<b>EIN:</b> 84-6000156																										
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<b>7. NRCS Program Contact:</b> Becky Ross, 720-544-2822 becky.ross@co.usda.gov		<b>8. NRCS Administrative Contact:</b> Michele Devaney, 801-524-4587 michele.devaney@wdc.usda.gov		<b>9. Recipient Program Contact:</b> Dave Kanzer, 970-945-8522 dkanzer@crwcd.org																												
<b>10. Recipient Administrative Contact:</b> Alesha Frederick, 970-945-8522 afrederick@crwcd.org																																
<b>11. CFDA Number</b> 10.932; 10.912	<b>12. Authority</b> 16 U.S.C. 3871 et seq.; 16 U.S.C. 3839aa-3839aa-8		<b>13. Type of Action</b> ii. Amendment/Revision	<b>14. Project Director</b>																												
<b>15. Project Title/Description:</b> Establish a partnership framework for cooperation between NRCS and CRWCD on activities that involve implementation of conservation activities through covered programs on eligible lands within the approved project area. Amendment 02 includes this NRCS-ADS-093 (NOA) and attachments listed on page 2.																																
<b>16. Entity Type:</b> <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input checked="" type="checkbox"/> Other																																
<b>17. Select Funding Type:</b> <table border="1" style="width:100%; margin-top: 5px;"> <tr> <td><input checked="" type="checkbox"/> Federal</td> <td><input checked="" type="checkbox"/> Non-Federal</td> </tr> <tr> <td>Original Funds Total:</td> <td>\$ 380,000.00</td> </tr> <tr> <td>Additional Funds Total:</td> <td>\$ 6,982,970.00</td> </tr> <tr> <td>Grand Total:</td> <td>\$ 7,362,970.00</td> </tr> </table>		<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	Original Funds Total:	\$ 380,000.00	Additional Funds Total:	\$ 6,982,970.00	Grand Total:	\$ 7,362,970.00	<b>18. Accounting and Appropriation Data</b> <table border="1" style="width:100%; margin-top: 5px;"> <thead> <tr> <th>Financial Code</th> <th>Amount</th> <th>Fiscal Year</th> <th>Treasury Symbol</th> </tr> </thead> <tbody> <tr> <td>NR.AI.EQI3.08.E388.15X XT</td> <td>\$ 253,660.00</td> <td></td> <td>12X1004</td> </tr> <tr> <td>NR.AI.EQI3.08.E388.15 XXF</td> <td>\$ 1,584,400.00</td> <td></td> <td>12X1004</td> </tr> <tr> <td>NR.AI.RCP3.08.W388.14 XXF</td> <td>\$ 4,624,441.00</td> <td></td> <td>12X1004</td> </tr> <tr> <td>NR.AI.RCP3.08.W388.14XXT</td> <td>\$ 520,469</td> <td></td> <td>12X1004</td> </tr> </tbody> </table>			Financial Code	Amount	Fiscal Year	Treasury Symbol	NR.AI.EQI3.08.E388.15X XT	\$ 253,660.00		12X1004	NR.AI.EQI3.08.E388.15 XXF	\$ 1,584,400.00		12X1004	NR.AI.RCP3.08.W388.14 XXF	\$ 4,624,441.00		12X1004	NR.AI.RCP3.08.W388.14XXT	\$ 520,469		12X1004
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<b>19. APPROVED BUDGET</b>																																
Personnel	\$ 66,100.00	Fringe Benefits	\$ 31,700.00																													
Travel	\$ 2,200.00	Equipment	\$																													
Supplies	\$	Contractual	\$ 6,882,970.00																													
Construction	\$	Other	\$																													
Total Direct Cost\	\$ 6,982,970.00	Total Indirect Cost	\$ 0.00																													
		Total Non-Federal Funds	\$ 8,000,000.00																													
		Total Federal Funds Awarded	\$ 7,362,970.00																													
		Total Approved Budget	\$ 15,398,000.00																													
This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.																																

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument
68-8B05-A-15-03	02	07/15/2015 - 09/30/2020	Cooperative

List of Attachments:

AMENDMENT No. 02 attachment; Revised General Terms and Conditions, Rev June 12, 2017

Name and Title of Authorized Government Representative Clint Evans, State Conservationist	Signature  Acting	Date 6/22/18
Name and Title of Authorized Recipient Representative Andy Mueller, General Manager	Signature 	Date 6/12/18

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

**AMENDMENT NO. 02**  
**TO THE**  
**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**UNITED STATES DEPARTMENT OF AGRICULTURE|**  
**NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**  
**AND THE**  
**COLORADO RIVER WATER CONSERVATION DISTRICT (CRWCD)**

**PURPOSE**

The purpose of this amendment is to update contact information, revise the General Terms and Conditions, and revise funding amounts.

**Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.**

**REVISIONS TO THE NOTICE OF AWARD (FORM NRCS-ADS-093):**

NRCS Program Contact is revised as shown in Block 7.

NRCS Administrative Contact is revised as shown in Block 8.

Federal funds awarded are identified in Block 18.

The total budget is as shown in Block 19.

**ADDITIONS TO THE STATEMENT OF WORK OF THE AGREEMENT:**

**The following is hereby added to section IV.(A.)(3.) as follows:**

- EQIP TA in the amount of \$253,660 is obligated and EQIP FA in the amount of \$1,584,400 will remain committed to this project for use by CRWCD for use in providing technical and financial assistance in accordance with the terms of this agreement.
- EQIP TA in the amount \$22,000 for use by NRCS in providing technical assistance to eligible producers.
- PL 566 TA in the amount of \$900,469 is obligated for use by CRWCD for use in providing technical assistance in accordance with the terms of this agreement.
- PL 566 FA in the amount of \$4,624,411 is obligated for use by CRWCD for financial assistance to eligible producers in accordance with the terms of this agreement.

- PL 566 TA in the amount of \$615,030 will remain committed to this project for use by NRCS in providing technical assistance to eligible producers.

**REVISIONS TO ATTACHMENTS OF THE AGREEMENT:**

The table in section E. of Attachment C2 – Plan of Work: PL-566 (Watershed Program) is hereby revised as follows:

<b>WATERSHED AUTHORITY</b>	<b>FY 15</b>	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 20</b>	<b>TOTALS</b>
NRCS TA:	\$0	\$0	\$600,000	\$15,030	\$0	\$0	\$615,030
CRWCD TA:	\$380,000	\$0	\$0	\$520,469	\$0	\$0	\$900,469
PL 566 FA:	\$0	\$0	\$0	\$4,624,441	\$0	\$0	\$4,624,441
<b>TOTALS:</b>			<b>\$600,000</b>	<b>\$5,159,940</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,139,940</b>

**REVISIONS TO THE GENERAL TERMS AND CONDITIONS OF THE AGREEMENT:**

The General Terms and Conditions of the agreement, Attachment B, are hereby replaced with the attached June 2017 version.



SUBJECT: ADS– Designation of Program/Technical Contact

DATE: 4/10/2018

TO: Becky Ross

FILE: 120-12

Acting ASTC- Programs

You are hereby appointed the program/technical contact for agreement 68-8B05-A15-03

with Colorado River Water Conservation District

As a designated representative acting on behalf of the Government during the grant performance period, the program/technical contact is in a position of great responsibility and importance. Directly interfacing with the grantee, you are responsible for keeping the grants management specialist fully informed on progress and must monitor, inspect, and accept work performed under this agreement. As the program/technical contact, you are required to perform the following functions:

1. Maintaining an arm's length relationship with the grantee in the interest of financial assistance integrity as well as sound financial assistance management.
2. Keeping the specialist fully informed of any technical or financial assistance difficulties encountered during performance of the grant.
3. Assuring the specialist that the recipient is performing the technical requirements of the agreement in accordance with the terms and conditions of the grant.
4. Informing the recipient of failures to comply with the technical requirements of the grant and informing the specialist of any failures to do so.
5. Coordinating site entry for recipient personnel, if applicable.
6. Ensuring that Government-furnished property, if applicable, is available when required and reporting any accountable property to the appropriate personnel.
7. Ensuring that all required items, documentation, data, and reports are submitted as required by the grant.
8. Reviewing invoices for advances or cost-reimbursement type work. Recommending approval by the specialist if the recipient's costs are consistent with the grantee's proposal or negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
9. Reviewing invoices for completeness and accuracy, ensuring that hours billed are identified on the invoices and are in accordance with the grant terms.
10. Documenting actions taken and decisions made as the program/technical contact and maintaining adequate records to sufficiently describe the performance of duties as program/technical contact during the life of this agreement. As a minimum, the program/technical contact file should contain copies of the following:
  - a. Program/technical contact appointment memorandum and acknowledgement
  - b. The grant and any modifications
  - c. All grant correspondence (formal and informal)

Agreement Number: 68-8B05-A15-03

- d. All discussions (formal and informal) between program/technical contact and recipient
  - e. Invoices
  - f. Closeout
11. Final inspection and acceptance of all work required under the recipient, including the review and approval of reports and assisting the specialist with grant closeout activities.
  12. Any required reports on recipient performance.
  13. Notify the Grants Specialist or Office of Ethics (Ethics-NRE@oe.usda.gov) immediately if you have any relationship with the Grantee.

**THIS APPOINTMENT AS PROGRAM/TECHNICAL CONTACT DOES NOT GIVE YOU THE AUTHORITY TO—**

1. Award, agree to, or sign any grant. Only the specialist may make grant agreements, commitments, or amendments.
2. Make any commitments or otherwise obligate the Government to make any changes to the grant.
3. Grant deviations from or waive any terms and conditions of the grant.
4. Impose or place a demand upon the recipient to perform any task or permit any substitution not specifically provided for in the grant.
5. Increase the dollar limit of the grant, authorize work beyond the dollar limit of the grant, or authorize the expenditure of funds.
6. Change the period of award for the grant.
7. Approve travel expenses over and above that provided for in the grant.

Please sign the acknowledgement of this appointment and return the original of this letter to me. Retain the duplicate of this letter for your records.

RANDOLPH  
RANDALL  
\_\_\_\_\_  
Signatory Official

Digitally signed by RANDOLPH  
RANDALL  
Date: 2018.04.10 13:01:37 -06'00'

Acting

4/10/18  
\_\_\_\_\_

Date

**PROGRAM/TECHNICAL CONTACT APPOINTMENT ACKNOWLEDGED:**

BECKY ROSS  
\_\_\_\_\_  
Program Manager/Technical Contact

Digitally signed by BECKY ROSS  
Date: 2018.04.10 13:16:59  
-06'00'

4/10/18  
\_\_\_\_\_

Date

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 01/31/2019

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. CRWCD-RCPP-EQIP	10.930	\$	\$	\$ 1,838,060.00	\$	\$ 1,838,060.00
2. CRWCD-RCPP-Watershed Authority	10.930			5,144,910.00		5,144,910.00
3.						
4.						
5. Totals		\$	\$	6,982,970.00	\$	6,982,970.00



# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) CRWCD-RCFPP-EQIP	(2) CRWCD-RCFPP-Watershed Authority	(3)	(4)	
a. Personnel	\$	\$ 66,100.00	\$	\$	66,100.00
b. Fringe Benefits		31,700.00			31,700.00
c. Travel		2,200.00			2,200.00
d. Equipment					
e. Supplies					
f. Contractual	1,838,060.00	5,044,910.00			6,882,970.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	1,838,060.00	5,144,910.00		\$	6,982,970.00
j. Indirect Charges				\$	
k. TOTALS (sum of 6i and 6j)	\$ 1,838,060.00	\$ 5,144,910.00	\$	\$	6,982,970.00
7. Program Income	\$	\$	\$	\$	

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. CRWCD-RCPP-2QIP	\$	\$	\$	\$	
9. CRWCD-RCPP-Watershed Authority					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 380,000.00	\$ 380,000.00	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 380,000.00	\$ 380,000.00	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. CRWCD-RCPP-2QIP	\$	\$	\$ 1,838,060.00	\$
17. CRWCD-RCPP-Watershed Authority	380,000.00		5,524,910.00	
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 380,000.00	\$	\$ 7,362,970.00	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

**NATURAL RESOURCES CONSERVATION  
SERVICE  
U.S. DEPARTMENT OF AGRICULTURE  
  
GENERAL TERMS AND CONDITIONS  
GRANTS AND COOPERATIVE AGREEMENTS**

**I. APPLICABLE REGULATIONS**

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
  - (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
  - (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
  - (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
  - (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
  - (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
  - (3) 2 CFR Part 418, "New Restrictions on Lobbying"
  - (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
  - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

## II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

## III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the **"Prohibition Against Certain Internal Confidentiality Agreements:"**
  1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If NRCS determines that you are not in compliance with this award provision, NRCS:
    - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
    - b. May pursue other remedies available for your material failure to comply with award terms and conditions.

#### IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
  1. Grant or agreement number
  2. Narrative explaining the requested modification to the project purpose or deliverables
  3. A description of the revised purpose or deliverables
  4. Signatures of the authorized representative, project director, or both
- b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
  1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
  2. Severs his or her affiliation with the grantee, the grantee's options include—
    - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
    - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
    - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
  3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

- i. The forms and certifications included in the application package
- ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

**Note:** The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. **Budget Revisions.**—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. **No-Cost Extensions of Time.**—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
  - The length of additional time required to complete the project and a justification for the extension
  - A summary of progress to date
  - An estimate of funds expected to remain unobligated on the scheduled expiration date
  - A projected timetable to complete the portions of the project for which the extension is being requested
  - Signature of the grantee and the project director
  - A status of cost sharing to date (if applicable)

**Note:** An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

## V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure

that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

## VI. ACCRUALS

- a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15<sup>th</sup>).
- b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.
- c. At a minimum, the signed accrual statement should include, "Under agreement number \_\_\_\_\_, at the close of the quarter ending \_\_\_\_\_, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$\_\_\_\_\_." Include the name and title of the person preparing the accrual estimate.

## VII. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

## VIII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for

monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
  - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
  - 2. The reasons why goals and objectives were not met, if appropriate.
  - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 calendar days after completion of project.

#### **IX. AUDIT REQUIREMENTS**

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

#### **X. SPECIAL PROVISIONS**

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

#### **XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER**

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:



Grants and Agreements Services Branch  
1400 Independence Avenue, SW.  
Room 6823 South Building  
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
  - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”
- e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:
  - “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

## **XII. COST-SHARING REQUIREMENTS**

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  1. Immediately notify the NRCS administrative contact of the situation.
  2. Specify the steps it plans to take to secure replacement cost sharing.
  3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.



- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

### **XIII. PROGRAM INCOME**

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

### **XIV. NONEXPENDABLE EQUIPMENT**

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

### **XV. LIMIT OF FEDERAL LIABILITY**

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

### **XVI. MODIFICATIONS AND TERMINATIONS**

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

## **XVII. AWARD CLOSEOUT**

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

## AMENDMENT TO AGREEMENT 68-8B05-A-15-03

This Amendment to NRCS Agreement Number 68-8805-A-15-03 is made and entered into by and between United States Department of Agriculture, Natural Resource Conservation Service ("NRCS") and the Colorado River Water Conservation District ("CRWCD").

The following sections of Attachment A are not affected by this amendment:

- Introduction
- Section I. Authority
- Section II. Background
  
- Section VI. Technical and Administrative Contacts
- Section VII Duration
- Section VIII. List of Documents to Attachment A

**Section III** of Attachment A is amended in its entirety to read:

**Purpose:** The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and CRWCD on activities that involve implementation of conservation activities through covered programs on eligible lands within the approved project areas. NRCS and CRWCD will engage in an alternative funding arrangement per authorities provided under RCPP. A coordinated, collaborative effort will occur with the CRWCD as lead sponsor, together with the partnership throughout the entire planning and implementation process that will serve as the basis for program implementation. As an eligible entity, CRWCD will utilize an innovative approach to delivering the technical and financial assistance.

**Section IV** of Attachment A is amended in its entirety to read:

### **General Responsibilities of Parties**

#### **A. NRCS will:**

1. Provide RCPP technical assistance (TA) and financial assistance (FA) through the authorities of the Watershed and Flood Prevention Act (hereafter "PL-566") consistent with the provisions of the Statement(s) of Work ("SOW") developed with the CRWCD. NRCS reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon fund availability, changes in agency priorities, or inability of CRWCD to deliver resources or provisions of this agreement.
2. Provide RCPP-EQIP technical and financial assistance to CRWCD for development of agreements with eligible producers. RCPP-EQIP funding for CRWCD to enter agreements with eligible producers is available for the length of this cooperative agreement. However, any funds not expended under the AFA prior to the end of the cooperative agreement will not be available after expiration of the cooperative agreement. NRCS will, with ample time,

utilize any remaining funds unable to be utilized by CRWCD to obligate contracts with eligible producers within the four LGP focus areas. RCPP-EQIP funding with NRCS contracts is available for the length of the approved RCPP-EQIP contract or agreement.

3. In the case of specific work projects or activities that may involve the transfer of funds, services, or property, NRCS will provide up to a maximum of \$8,000,000 as described in Attachment C - Plan of Work which includes the Project Budget Sheet broken out by Program Area (e.g., EQIP, PL-566) and differentiated by FA and TA and summarized below:

PROGRAM	FY15	FY16	FY17	FY18	FY19	FY20	TOTALS
Watershed Authority (FA)	\$0	\$0	\$4,546,250	\$75,000	\$3,191	\$0	\$4,624,441
Watershed Authority (TA)	\$0	\$0	\$1,405,250	\$86,000	\$20,249	\$4,000	\$1,515,499
EQIP (FA)	\$0	\$0	\$986,150	\$299,125	\$299,125	\$0	\$1,584,400
EQIP (TA)	\$0	\$0	\$144,775	\$44,295	\$44,295	\$42,295	\$275,660
TOTALS:	\$0	\$0	\$7,082,425	\$504,420	\$366,860	\$46,295	\$8,000,000

TA funds are available according to the projected fund distribution on an annual basis; FA funds are projected on an annual basis; however, all TA and FA funds designated to CRWCD will be available in the first year and any unexpended funds will be made available in subsequent years.

As the project matures, NRCS will consider requested adjustments from CRWCD to be approved under Adjustment of Terms, and SOW, as appropriate. Additionally, as practicable and desired due to unforeseen changes, adjustments to the funding table above may be submitted to NRCS as a request to amend this agreement.

4. Implement and administer the covered programs under RCPP to the extent possible to address identified RCPP project natural resource concerns to facilitate timely implementation of activities within the project area and compliance with all program statutory rules and guidelines.
5. Provide semi-annual review and recommendations to CRWCD regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.
6. Provide CRWCD staff with the necessary understanding of various requirements to implement RCPP, including but not limited to:
  - a) Construction standards, implementation, inspection and certification requirements;
  - b) Financial and progress reporting requirements; and
  - c) Reimbursement request processes including Assignment of Payment forms and procedures.
7. Provide all necessary functional reviews and approvals, including but not limited to:

- a) programmatic compliance and consistency (e.g. EQIP and PL-566);
  - b) engineering;
  - c) National Historic Preservation Act (NHPA) compliance; and
  - d) National Environmental Policy Act (NEPA) compliance.
8. Participate in agency coordination meetings with key partners including the United States Bureau of Reclamation (USBOR) and other key agencies and entities involved in the implementation of the LGP RCPP.

**B. CRWCD will:**

1. Complete items in both Attachment C1 and C2- Plan of Work and Budget Sheet. The CRWCD's obligation to complete the items in attachments C are conditioned on annual appropriations by the CRWCD Board and subject to all necessary governmental funding and governmental approvals contemplated by this agreement. Additionally, CRWCD will provide NRCS-CO with any proposed revisions to the Attachment C1-C2-Plan of Work and Budget Sheet and Attachment D-Partner Contributions documents identifying any proposed modifications to the items or contributions with its semi-annual progress reports.
2. In the case of specific work projects or activities that may involve funds, services, or property, CRWCD with their partners will provide a minimum 50% matching contribution to the project in the amount of \$8,000,000 (RCPP May 2014 APF) and up to a maximum of \$19,548,386 (secured or committed funding at the time of the agreement) through the identified non-federal and federal government funding mechanisms as described in Attachment D - Partner Contributions.
3. Formulate, where and when appropriate, additional agreements to deliver PL-566 and RCPP-EQIP funding in order to complete this project. Other partners include, but are not limited to, Bostwick Park Water Conservancy District, North Fork Water Conservancy District, Crawford Water Conservancy District, Uncompahgre Valley Water Users, Delta Conservation District, Shavano Conservation District and USBOR.
4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.
5. Provide the NRCS agency representative with semi-annual reports during the project period and a final project report that documents project accomplishments and goals achieved. Such reports shall include activities and services that are provided by CRWCD to eligible producers and program participants to help achieve objectives of the agreement. Reports shall also address partner efforts to monitor and evaluate implementation of conservation activities included in NRCS program contracts and activities within the approved project area. Additional report requirements, if appropriate and included in the RCPP proposal, shall include:

- a) Numbers of NRCS eligible producers and program participants assisted and/or cooperating in the project effort;
  - b) Acres of project area addressed in NRCS program contracts and/or extents of conservation activities implemented in the project area each year and for the final project report;
  - c) Contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives;
  - d) Assistance provided to eligible producers or program participants to help meet local, State, and/or Federal regulatory requirements;
  - e) Information related to efforts to address water quality, water conservation, and other natural resource related concerns;
  - f) Efforts to provide innovation in applying conservation methods and delivery of NRCS programs, including new outcome-based performance measures and methods;
  - g) Efforts related to renewable energy production, energy conservation, mitigating effects of climate change, adaptation, or fostering carbon sequestration; and
  - h) Efforts for outreach to, and participation of, beginning farmers or ranchers, socially disadvantaged farmers or ranchers, limited resource farmers or ranchers, Indian Tribes, and veteran farmers and ranchers within the project area.
6. Provide NRCS an assessment of the project's effects and at the conclusion of the project, report to NRCS on the results of the project and the funds leveraged. Such report will also include a summary for the entire project period of the information provided in the semi-annual reports.
7. Pursuant to the Privacy Act (Authority: 5 U.S.C. 301 and 552a; 31 U.S.C. 9701) and consistent with the Colorado Open Records Act, CRS §24-72-101, et seq., employee(s) of the CRWCD, shall not disclose any private or sensitive data, by any means of communication to any person, or to another agency outside USDA, unless the disclosure is authorized in writing by NRCS or an agricultural producer or agricultural landowner. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of private and/or sensitive data. Employees must exercise care so that information contained in these files is not inadvertently disclosed to families, friends, or others who have no need to know. Keep all private information in secure areas when not in use during office hours.

Examples of Private Data: Social Security number (SSN); tax identification (ID) number; employee National Finance Center ID; account numbers; and farm, tract, or common land unit numbers.

Examples of Sensitive Data : Name, address, or other geographic indicators; e-mail address; phone number; race; gender; ethnicity; disability; birth date.

8. Solicit, evaluate, award, and manage construction contract(s) in accordance with the CRWCD's procurement policies and all applicable State laws and regulations.

### **Project Specific Roles and Responsibilities (PL-566)**

#### **C. NRCS will:**

1. Be responsible for the coordination and development the Watershed Project Plan(s) and compliance with any relevant requirements (this may include, but not be limited to NEPA and NHPA).
2. Perform functional review and approval of design and engineering documents prior to construction in order to verify that the work:
  - a. Achieves the objectives of the RCPP Program
  - b. Complies with applicable state and Federal programs
  - c. Documents methods used in design reports
  - d. Includes inspection and operation and maintenance plans
  - e. Meets NRCS design and engineering specifications.
3. Provide timely feedback in writing to the CRWCD if items of concern are discovered in functional reviews.
4. When requested, provide NRCS concurrence with any significant changes to original design or engineering specifications made after the NRCS functional review has been completed.
5. Work with CRWCD in developing SOW for implementation of the PL566 projects which will establish, among other things, project milestones and deliverables necessary to secure payment to CRWCD and/or its contractor(s).
6. Pay invoices submitted to it on a monthly basis consistent with the provisions and criteria of the SOW developed by NRCS and the CRWCD for the implementation of all PL-566 projects under this Agreement.

#### **D. CRWCD will:**

1. Request NRCS technical assistance (TA) funds for reimbursement of the CRWCD's costs for SOW tasks such as:
  - a. Preparation of optimization studies to help develop treatment plans for the watershed;
  - b. Preparation of investigations and surveys as requested by NRCS to prepare plans for works of improvement; and
  - c. Preparation of plans and plan cost estimates required for adequate planning and engineering evaluation, as requested by NRCS.
2. Ensure all applicable Federal, State, and local permits are obtained and work is performed in accordance with permit requirements. In accordance with program regulations, NRCS cannot pay for these costs.
3. Not start construction until the NRCS Program Manager has confirmed that the watershed plan, environmental assessment and related requirements have been completed.
4. Manage engineering design and construction activities such that:
  - a. Engineering services are provided under the direct charge of a person licensed as a Professional Engineer in Colorado;
  - b. Prior to construction, submit project designs, drawings and specifications to NRCS for completion of a functional review that verifies that the project:
    - (i) Achieves the objectives of the RCPP program;
    - (ii) Complies with applicable State and Federal programs;
    - (iii) Documents and describes methods used with a design report; and
    - (iv) Includes inspection and operation and maintenance plans.
  - c. Obtain NRCS concurrence with any significant changes to the design or specifications made after the NRCS functional review has been completed.
5. Will notify the NRCS Project Manager of events that impact the project such as problems, delays, and adverse or differing site conditions that may impair continuation of the project.
6. Accept liability, consistent with Colorado law, for any damage and any additional construction costs to others to correct problems arising during or after construction resulting from negligent construction services performed by or through the CRWCD.
7. The CRWCD is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, C.R. S. §§ 24-10-101, *et seq.* Nothing herein is intended to waive any of the protections provided to the CRWCD by the Colorado Governmental Immunity Act.
8. Submit annual independent single audit to NRCS that describes the use of funds; and provide any additional data necessary for the NRCS chief financial officer to issue a report on the use and integrity of Federal funds.



9. Work with NRCS in developing a SOW(s) for implementation of the PL566 projects which will establish, among other things, project milestones and deliverables necessary to secure payment to CRWCD and/or its contractor(s).
10. Not use any RCPP funds provided under this Agreement for administration costs or provide any RCPP funds to anyone else for administrative costs.

### **Project Specific Roles and Responsibilities (RCPP EQIP)**

#### **E. NRCS will:**

1. Provide the CRWCD with the necessary assistance to implement RCPP-EQIP, including but not limited to:
  - a. Producer eligibility
  - b. AGI limitations
  - c. Protection of Personally Identifiable Information
  - d. Payment limitations
2. Perform functional review and approval of design and engineering documents prior to construction in order to verify that the work:
  - a. Achieves the objectives of the RCPP-EQIP
  - b. Complies with applicable state and Federal programs
  - c. Documents methods used in the design reports
  - d. Meets NRCS design and engineering specifications
  - e. Eligibility Verification (Both Land and Applicant)
  - f. Payment Limitation
3. Provide timely feedback in writing to the CRWCD if items of concern are discovered in functional reviews.
4. When requested, provide NRCS concurrence with any significant changes to original design or engineering specifications made after the NRCS functional review has been completed.
5. Ensure compliance with the NEPA and NHPA.
6. Reimburse CRWCD for EQIP TA expenses (engineering plans, etc.) on a monthly basis.
7. Work with CRWCD in developing SOW for implementation of RCPP EQIP projects which will establish, among other things, project milestones and deliverables necessary to secure payments to CRWCD and/or its contractors.

**F. CRWCD will:**

1. Propose ranking criteria to NRCS for review to be used for evaluation of eligible producer program applications under RCPP-EQIP. The proposed criteria shall relate to the RCPP project area objectives to address priority natural resource concerns and comply with statutory and regulatory requirements.
2. Use actual costs with a maximum not to exceed amount as the foundation for calculating allowable and reimbursable project expenses pursuant to EQIP program rules. Up to 75% of actual costs or up to 90% of actual costs for financial assistance to historically underserved farmers and ranchers pursuant to EQIP program rules will be allowed. CRWCD will use NRCS Payment Schedules as guidance in developing the maximum not to exceed amount for EQIP reimbursable project expenses.
3. Have the ability to utilize NRCS-Colorado practices approved for EQIP; where deviations from approved practices are sought CRWCD will seek approval from NRCS-CO for development and use of interim practice standards.
4. Will accept and collect applications, and provide applicant and land information to NRCS Colorado for eligibility determinations with program provisions, including:
  - a) All participating producers and landowners meet applicable payment eligibility provisions (e.g. AGI limitations at 7 CFR part 1400);
  - b) Applicable limitations established under agreements with individual producers or landowners will not be exceeded, including statutory payment limitations (e.g. Program payment limitations at 7 CFR part 1466); and
  - c) All producers and landowners meet participant and land eligibility requirements (7 CFR §1466.8 Program Requirements).
5. Work with NRCS in developing SOW for implementation of the RCPP-EQIP projects which will establish, among other things, project milestones and deliverables necessary to secure payments to CRWCD and/or its contractors.

**G. It is mutually agreed upon by both parties:**

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area. In furtherance of this objective, and subject to the prior approval requirements of 2 C.F.R. part 200, the parties recognize that due to potential unforeseen circumstances, the Budget Sheet included as attachment C of this Agreement may need to be modified to allocate funds accordingly to effectuate the purposes and/or deliverables required under this Agreement. This may include reallocating funds from program/project areas, focus area and/or from technical to financial assistance categories.
2. That the designated representative of CRWCD and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.

3. NRCS and CRWCD and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this agreement. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
4. That nothing in this agreement shall commit either NRCS or CRWCD to obligate or transfer funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among CRWCD and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
5. That CRWCD is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the CRWCD and third parties to carry out project activities.
6. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

Except as specifically stated herein, NRCS Agreement Number: 68-8BOS-A-15-03 remains in effect as previously executed.

**Section V** of Attachment A is amended to replace items 1 and 2 with the following:

1. Based upon current conditions and the project as currently configured, it is estimated that this project will reduce selenium loading by approximately 700 pounds in designated critical habitat for the endangered fishes over the life of the project, as measured at the mouth of the Gunnison River.
2. Based upon current conditions and the project as currently configured, it is estimated that this project will reduce salinity loading by approximately 15,000 tons over the life of the project, as measured at the mouth of the Gunnison River.

Except as specifically stated herein, NRCS Agreement Number: 68-8BOS-A-15-03 remains in effect as previously executed.

## Attachment C1 - PLAN OF WORK: EQIP

Attachment C-1 to NRCS Agreement Number: 68-B805-A-15-03 is amended to add the following:

### A. Location of Technical Assistance:

This project hereafter referred to as the Lower Gunnison Project (LGP) encompasses the Gunnison River and its tributaries below Morrow Point Dam to the confluence of the Colorado River near Grand Junction and includes portions of Montrose, Delta and Gunnison Counties.

### B. Description of Project Activities:

#### Targeted Resource Concerns:

Insufficient Water: Inefficient Use of Irrigation Water (Improve, Modernize and Optimize Irrigation Water Conveyance)

Water Quality Degradation: Salts in Surface Water

Soil Quality Degradation: Organic Matter Depletion

Selenium: Water Quality

<b>Core and Supporting Practices</b>		
Channel Bed Stabilization (S)(584)	Conservation Cover (S) (327)	Conservation Crop Rotation (C) (328)
Cover Crop (C) (340)	Critical Area Planting (S) (584)	Dike (S) (356)
Diversion(S)(362)	Drainage Water Management(S) (554)	Early Successional Habitat Development (S) (647)
Farmstead Energy Improvement (S) (374)	Fence (S)(382)	Field Border (S)(386)
Filter Strip(S)(393)	Forage and Biomass Planting (S)(512)	Forest Harvest Management (S)(511)
Grade Stabilization Structure (S)(410)	Grassed Waterway (S)(412)	Integrated Pest Management(S)(595)
Irrigation Canal or Lateral(S)(320)	Irrigation Ditch Lining(S)(428)	Irrigation Land Leveling(S)(464)
Irrigation Pipeline(C)(430)	Irrigation Reservoir(C)(436)	Irrigation System, Micro Irrigation(C)(441)
Irrigation System, Surface and Subsurface (C)(443)	Irrigation Water Management (C)(449)	Land Clearing(S)(460)
Land Smoothing (S)(466)	Lined Waterway or Outlet (S)(468)	Mulching (S)(484)
Nutrient Management (C)(590)	Obstruction Removal (S)(500)	Open Channel (S)(582)
Pond (S)(378)	Pond Sealing – Clay Treatment (S)(521d)	Pond Sealing or Lining, Bentonite Sealant (S)(521c)
Pond Sealing or Lining, Flexible Membrane (S)(521a)	Pond Sealing or Lining, Soil Dispersant (S)(521b)	Pumping Plant (S)(533)
Range Planting (S)(550)	Residue Management, Reduced Till (C)(345)	Residue Management, No-Till(C)(329)

Salinity and Sodic Soil Management (S)(610)	Sediment Basin (S)(350)	Sprinkler System (C)(442)
Structure for Water Control (S)(587)	Subsurface Drain (S)(606)	Subsurface Drain, Field Ditch (S)(607)
Subsurface Drain, Main or Lateral (S)(608)	Tree/Shrub Establishment (S)(612)	Tree/Shrub Site Preparation (S)(490)
Underground Outlet (S)(620)	Water and Sediment Control Basin(S)(638)	Conservation Activity Plans (C)( )

C = Core Practices

S = Supporting Practices

#### C. Summary of RCPP-EQIP Fund Distribution

RCPP-EQIP	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	Totals
NRCS TA:	\$0	\$0	\$12,000	\$4,000	\$4,000	\$2,000	\$22,000
CRWCD TA:	\$0	\$0	\$132,775	\$40,295	\$40,295	\$40,295	\$253,660
EQIP FA:	\$0	\$0	\$986,150	\$299,125	\$299,125	\$0	\$1,584,400
<b>TOTALS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,130,925</b>	<b>\$343,420</b>	<b>\$343,420</b>	<b>\$42,295</b>	<b>\$1,860,060</b>

Except as specifically stated herein, NRCS Agreement Number: 68-8B05-A-15-03 remains in effect as previously executed.

## **Attachment C2 - PLAN OF WORK: PL-566 (Watershed Program)**

Attachment C-2 to NRCS Agreement Number: 68-8BO5-A-15-03 is amended to add the following:

### **A. Location of Technical Assistance:**

Colorado, Lower Gunnison River Basin, which encompasses the Gunnison River and its tributaries below Morrow Point Dam to the confluence of the Colorado River near Grand Junction and includes portions of Montrose, Delta and Gunnison Counties. Focus areas within the project boundary include: the North Fork Gunnison River, Smith Fork of the Gunnison and the Uncompahgre River sub-basins.

There are four focus areas made up of Water Conservancy Districts (WCD) and sub-areas: Bostwick Park WCD, Crawford WCD, North Fork WCD and the Uncompahgre Project. CRWCD, Colorado Water Conservation Board, and its partners will develop a priority list of conservation activities or practices and fund projects based on the priorities. Criteria will be developed by all partners in establishing priorities.

### **B. Eligible Project: Lower Gunnison Project:**

The CRWCD has the needed authorities to act as the sponsoring organization and has agreed to exercise those authorities, or will ensure that any LGP partners acting under separate sub-agreements with the CRWCD will have the needed authorities and have agreed to exercise those authorities, to implement the LGP.

### **C. Description of Project Activities:**

The LGP will coordinate off-farm irrigation delivery system improvements with implementation of locally-adapted, on-farm high efficiency irrigation conservation practices. Off-farm practices that will be implemented utilizing PL-566 funding include the modernization of aging irrigation water delivery system infrastructure, including but not limited to, construction of enclosed canals and laterals, and installation of automation, remote monitoring and SCADA at key delivery locations.

### **D. Watershed Project Plan:**

The development of a Watershed Project Plan is required under Public Law 83-566, 7 CFR §§ 622.30- 622.32 and is therefore required to implement the LGP. Watershed project plans consist of an integrated combined document that includes NEPA requirements (Environmental Assessment (EA) or Environmental Impact Statement (EIS)) along with an economic analysis following the Principles and Requirements for Federal Investments in Water Resources (March 2013) to form a Watershed Project Plan-EA or Watershed Project Plan-EIS.

The Watershed Project Plan-EA/EIS documents social, cultural, economic, and environmental conditions in the watershed; describes all alternative solutions considered; describes and



assesses, in a comparative form, the environmental impacts of all alternatives; describes the extent to which each alternative achieves the stated purpose; and sets forth arrangements and responsibilities for financing, installation, and operation and maintenance of project measures.

The Watershed Project Plan document includes:

- Purpose and need for action
- List of alternatives including a no-action alternative, the agency preferred alternative, other reasonable alternatives, the NED (National Economic Development) alternative (most cost-effective), a summary and comparison of alternative plans, NED account, and any relevant issues and concerns identified through scoping, including direct, indirect, and cumulative actions and impacts
- EA or EIS to evaluate and assess all reasonable alternatives. The EA or EIS is developed following National Environmental Policy Act (NEPA) procedures and is required for all watershed project plans unless planned actions are categorically excluded. EA or EIS lays out the assessment of the environmental benefits and consequences for each alternative; how benefits may be enhanced; and how consequences will be mitigated
- A thorough economic evaluation according to the P&G to address benefits and costs of each alternative in order to document the selected alternative
- A summary and comparisons table to display comparison of all reasonable alternatives for all four Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies (P&G) Accounts (required), Environmental Quality (as needed), Other Social Effects (as needed), Regional Economic Development (as needed), and other accounts as needed)
- A complete and thorough description of the preferred alternative including the rationale for alternative preference, measures to be installed, mitigation, permits and compliance, costs and cost-sharing, installation and financing, operation, maintenance and replacement, economic tables, and structural tables.
- Performance outcome measures that are quantifiable and can be evaluated at completion of the project that will be used to assess the success of each performance measure.

#### E. Summary of RCPP-PL566 Fund Distribution

WATERSHED AUTHORITY	FY15	FY16	FY17	FY18	FY19	FY20	TOTALS
NRCS TA:	\$0	\$0	\$564,000	\$6,000	\$6,000	\$4,000	\$580,000
CRWCD TA:	\$0	\$0	\$841,250	\$80,000	\$14,249	\$0	\$935,499
PL 566 FA:	\$0	\$0	\$4,546,250	\$75,000	\$3,191	\$0	\$4,624,441
<b>TOTALS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,951,500</b>	<b>\$161,000</b>	<b>\$23,440</b>	<b>\$4,000</b>	<b>\$6,139,940</b>

Except as specifically stated herein, NRCS Agreement Number: 68-8BO5-A-15-03 remains in effect as previously executed.


COLORADO RIVER WATER CONSERVATION DISTRICT

Date: OCTOBER 18, 2016   
R. Eric Kuhn, Secretary/General Manager

ATTEST:

  
Dan Birch, Assistant Secretary

APPROVED AS TO FORM:

  
Jason V. Turner, Senior Counsel

UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES  
CONSERVATION SERVICE

Date: 10/24/2016   
Clint Evans, State Conservationist

### NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 68-8B05-A-15-03		2. Amendment No.	3. Award/Project Period Upon Signature - 9/30/2020	4. Type of Award Instrument Cooperative Agreement
5. Natural Resources Conservation Service USDA/NRCS PO Box 25426 Denver, CO 80225			6. Recipient Organization (Name and Address) Colorado River Water Conservation District PO Box 1120 Glenwood Springs, CO 81601 DUNS: 040716177 EIN: 84-6000156	
7. NRCS Program Contact: Dawn Jackson 720-544-2805		8. NRCS Administrative Contact: Laura Gonzalez 720-544-2819		9. Recipient Contact: Dave Kanzer 970-945-8522 ext. 224
10. Recipient Administrative Contact: Alesha Frederick 970 945 8522 ext 210				
11. CFDA Number 10.902	12. Authority Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014.			
13. Project Purpose: The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and CRWCD on activities that involve implementation of conservation activities through covered programs on eligible lands within the approved project area.				
14. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Tribal Indian/Native American <input type="checkbox"/> Landowner <input checked="" type="checkbox"/> Other				
15. Approved Budget Category Breakdown: Attach SF-424A				
16. Original Budget Total Federal Approved Budget: \$380,000.00 Total Non-Federal Approved Budget: \$ Total Approved Budget: \$ 380,000.00			17. Amended Budget (if applicable) Total Federal Amended Budget: \$ Total Non-Federal Amended Budget: \$ Total Amended Budget: \$	
This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.				
ACCEPTED BY				
Name and Title of Authorized Government Representative Clint Evans, State Conservationist		Signature <i>Clint Evans</i>		Date 7/15/2015
Name and Title of Authorized Recipient Representative R. Eric Kuhn, General Manager		Signature <i>R. Eric Kuhn</i>		Date 7/16/2015

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

#### Attachments:

- A: Statement of Work
- B: General Terms and Conditions
- C: Plan of Work

## **STATEMENT OF WORK**

**Between the**

**USDA Natural Resources Conservation Service (NRCS)**

**And**

**The Colorado River Water Conservation District**

### **Introduction:**

This cooperative Agreement is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the Colorado River Water Conservation District, henceforth named CRWCD. NRCS and CRWCD are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided by both parties to the agreement.

### **I. Authority**

This Agreement is entered into in accordance with:

Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014.

### **II. Background**

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this cooperative agreement enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation (CCC). CRWCD has submitted a request for NRCS program assistance to address priority natural resource concerns in the Lower Gunnison Basin. For the purpose of this RCPP project the Lower Gunnison Basin sub-watershed is generally defined as the Gunnison River and several of its significant tributaries below Morrow Point Dam to the confluence of the Colorado River near Grand Junction and includes portions of Montrose, Delta, and Gunnison Counties. CRWCD is an eligible partner entity and meets statutory requirements of RCPP to carry out activities specified

in this agreement and work with eligible program participants to help implement conservation activities on eligible lands as defined in this agreement.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS delivers RCPP assistance through the authorities and rules of the following programs, referred to throughout this partnership agreement as “covered programs”: the Environmental Quality Incentives Program (EQIP) to eligible program participants within a defined project area. Critical Conservation Areas only: Additionally, the project area identified under this partnership agreement is within a CCA designated by the Secretary of Agriculture, and RCPP assistance within this project area may also be delivered through the authorities and rules of the Watershed Protection and Flood Prevention Act, hereafter “Watershed Authorities”.

### **III. Purpose**

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and CRWCD on activities that involve implementation of conservation activities through covered programs on eligible lands within the approved project area.

### **IV. Responsibilities of Parties**

#### **A. NRCS will:**

1. Provide on an annual basis, technical and financial assistance through the covered programs as requested by the CRWCD, and as available, to eligible producers and landowners located within the approved project area. Note: NRCS reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of CRWCD to deliver resources or provisions of this agreement. EQIP program contracts and agreements obligated with producers landowners as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement and not subject to provisions of this partnership agreement regarding fund availability.
2. In the case of specific work projects or activities that may involve the transfer of funds, services, or property, NRCS will provide a maximum of \$8,000,000.00 as described in Attachment C – Plan of Work which includes the Project Budget Sheet broken out by Program Area (e.g., EQIP, PL-566) and differentiated by FA and TA and summarized below:

Program	FY2015	FY2016	FY2017	FY2018	FY2019
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Watershed Authority (FA)	\$3,557,894	\$414,764	\$15,000	\$624,000	\$0
Watershed Authority (TA)	\$872,429	\$323,700	\$147,153	\$125,000	\$60,000
EQIP (FA)	\$156,834	\$455,958	\$373,358	\$299,125	\$299,125
EQIP (TA)	\$65,820	\$65,820	\$55,430	\$44,295	\$44,295

1. Of the total Watershed Authority Technical Assistance funding, \$380,000 will be obligated to CRWCD for technical services and assistance in developing watershed plans. See Attachment E – CRWCD Personnel Budget.
2. It is the intention of NRCS to formulate additional agreements to deliver Watershed Authority and EQIP funding in order to complete this project. Other partners include but are not limited to Bostwick Park Water Conservancy District, North Fork Water Conservancy District, Crawford Water Conservancy District, Uncompahgre Valley Water Users, Delta Conservation District, Shavano Conservation District and United States Bureau of Reclamation (USBOR).
3. Implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns. Such assistance includes use, as NRCS determines appropriate, of recommendations from CRWCD for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for eligible producers and landowners to facilitate timely implementation of activities within the project area.
4. Provide annual review and recommendations to CRWCD regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.

**B. CRWCD will:**

1. Complete items in both Attachment C1 and C2 – Plan of Work and Budget Sheet. The CRWCD's obligation to complete the items in attachment C are conditioned on annual appropriations by the CRWCD Board and subject to all necessary governmental funding and governmental approvals contemplated by this agreement.
2. In the case of specific work projects or activities that may involve funds, services, or property, CRWCD with their partners will provide a maximum of \$19,548,386 (secured/committed funding at the time of the agreement) through the identified non-federal and federal government funding mechanisms as described in Attachment D – Partner Contributions.
3. Comply with the project "Budget" which identifies other funding sources which support technical or financial resources identified in Attachment C1:EQIP and C2:PL-566 - Plan of Work and Budget Sheet and Attachment E – CRWCD Personnel Budget.



4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.
5. Provide NRCS with a list of suggested "ranking criteria" that could be used by the agency for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.
6. Provide the NRCS agency representative with annual reports during the project period and a final project report that documents project accomplishments and goals achieved. Such reports shall include activities and services that are provided by CRWCD to program participants to help achieve objectives of the agreement. Reports shall also address partner efforts to monitor and evaluate implementation of conservation activities included in NRCS program contracts and activities within the approved project area. Additional report requirements, if appropriate and included in the RCPP proposal, shall include:
  - a. Numbers of NRCS program participants assisted and/or cooperating in the project effort.
  - b. Acres of project area addressed in NRCS program contracts and/or extents of conservation activities implemented in the project area each year and for the final project report.
  - c. Contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives
  - d. Assistance provided to program participants to help meet local, State, and/or Federal regulatory requirements.
  - e. Information related to efforts to address water quality, water conservation, and other natural resource related concerns.
  - f. Efforts to provide innovation in applying conservation methods and delivery of NRCS programs, including new outcome-based performance measures and methods.
  - g. Efforts related to renewable energy production, energy conservation, mitigating effects of climate change, adaptation, or fostering carbon sequestration.
  - h. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially disadvantaged farmers or ranchers, limited resource farmers or ranchers, Indian Tribes, and veteran farmers and ranchers within the project area.
7. Provide NRCS an assessment of the project's effects and at the conclusion of the project, report to NRCS on the results of the project and the funds leveraged. Such report will also include a summary for the entire project period of the information provided in the annual reports.



8. Privacy Act (Authority: 5 U.S.C. 301 and 552a; 31 U.S.C. 9701) Employee(s) shall not disclose any private or sensitive data which is contained in a system of records NRCS maintains, by any means of communication to any person, or to another agency outside USDA, unless the disclosure is authorized in writing by NRCS. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of private and/or sensitive data. Employees must exercise care so that information contained in these files is not inadvertently disclosed to families, friends, or others who have no need to know. Keep all private information in secure areas when not in use during office hours.

Examples of Private Data: Social Security number (SSN); tax identification (ID) number; employee National Finance Center ID; account numbers; and farm, tract, or common land unit numbers.

Examples of Sensitive Data: Name, address, or other geographic indicators; e-mail address; phone number; race; gender; ethnicity; disability; birth date.

9. Keep DUNS Number actively registered in the Central Contractor Register (CCR) via SAM.gov in accordance with 2 CFR 25.

10. CRWCD is responsible for providing accrual information to NRCS fifteen (15) days prior to the end of the quarter or when requested.

**C. It is mutually agreed upon by both parties:**

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area. In furtherance of this objective, and subject to the prior approval requirements of 2 C.F.R. part 200, the parties recognize that due to potential unforeseen circumstances, the Budget Sheet included as Attachment C to this agreement may need to be modified to allocate funds accordingly to effectuate the purpose and/or deliverables required under this Agreement. This may include reallocating funds from program/project areas, focus area and/or from technical to financial assistance categories.

2. That the designated representative of CRWCD and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.

3. NRCS and CRWCD and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this agreement. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time

from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

4. That nothing in this agreement shall commit either NRCS or CRWCD to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among CRWCD and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

5. That CRWCD is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the CRWCD and third parties to carry out project activities.

6. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

#### **V. Expected Accomplishments and Deliverables**

1. Reduce selenium loading by a significant and measureable amount to the designated critical habitat for the endangered fishes over the project timeline, as measured at the mouth of the Gunnison River relative to pre-project conditions.
2. Reduce salt loading by a significant tonnage over the project timeline, as measured at the mouth of the Gunnison River relative to pre-project conditions.
3. Improve, modernize, and optimize irrigation water conveyance systems in the four focus areas such that water managers and producers can (a) more efficiently use storage facilities as measured by the number of additional days that supplemental irrigation water is available compared to historical averages, (b) reduce diversions as measured by improved stream flows at multiple strategic locations compared to historical averages (c) increase water availability in critical habitat, (d) conserve a significant volume of water in the four identified focus areas.
4. Upgrade an estimated 800 acres throughout the project area from flood irrigation systems to higher efficiency irrigation systems (e.g. laser leveled, highly managed improved surface systems, sprinkler or micro-irrigation systems) with corresponding irrigation water management/conservation plans.
5. Upgrade many canals and laterals in the four focus areas from open earthen ditches to enclosed, pressurized pipelines, where appropriate.
6. Enroll an estimated 1200 acres throughout the project area in a Conservation Activity Plan with soil health components (as appropriate) that includes one or more of the

following elements: cover crops, mulching, nutrient management, and no till or reduced till management.

The results will be provided in performance reports as listed in Attachment B - General Terms and Conditions, Section VII.

## **VI. Technical and Administrative Contacts**

### **A. NRCS Technical and Administrative Contacts:**

Dawn Jackson  
USDA/NRCS  
PO Box 25426  
Denver Federal Center, Bldg 56, Rm 2604  
Denver, CO 80225  
720-544-2805  
dawn.jackson@co.usda.gov

Laura Gonzalez  
USDA/NRCS  
PO Box 25426  
Denver Federal Center, Bldg 56, Rm 2604  
Denver, CO 80225  
720-544-2819  
laura.j.gonzalez@co.usda.gov

### **B. CRWCD Technical and Administrative Contacts:**

David Kanzer  
PO Box 1120  
Glenwood Springs, CO 81602  
970 945 8522 ext 224  
dkanzer@crwcd.org

Alesha Frederick  
PO Box 1120  
Glenwood Springs, CO 81602  
970 945 8522 ext 210  
afrederick@crwcd.org

## **VII. Duration**

This agreement takes effect upon the signature of NRCS and CRWCD and shall remain in effect for 5 years from the date of execution. This agreement may be extended or amended upon request of either NRCS or CRWCD as long as the extension or amendment does not extend this agreement beyond 5 years from date of execution, with a single 12-month extension available in the discretion of NRCS. Either NRCS or CRWCD may terminate this agreement with a 60 day written notice to the other party. Note: Although this RCPP agreement is limited to a maximum of 5 years, NRCS program contracts and agreements with producers and landowners may extend beyond this period of time.

**VIII. List of Documents**

Notice of Award

Attachment A – Statement of Work

Attachment B – General Terms and Conditions

Attachment C1:EQIP – Plan of Work and Budget Sheet

Attachment C2:PL-566 – Plan of Work and Budget Sheet

Attachment D – Partner Contributions

Attachment E – CRWCD Personnel Budget

Attachment F – Project Partner List

Attachment C1: Plan of Work and Budget for Environmental Quality Incentive Program Funding (EQIP)

	TOTAL EQIP	Total FA	Total TA	FY 15 (FA)	FY 15 (TA)	FY 16 (FA)	FY 16 (TA)	FY 17 (FA)	FY 17 (TA)	FY 18 (FA)	FY 18 (TA)	FY 19 (FA)	FY 19 (TA)
Conservation Activity Plans	\$ 53,500	\$ 50,000	\$ 3,500	25000	\$ 1,750	25000	\$ 1,750						
Irrigation Application (On-Farm)	\$ 1,375,975	\$ 1,196,500	\$ 179,475		\$ 35,895	\$ 299,125	\$ 35,895	\$ 299,125	\$ 35,895	\$ 299,125	\$ 35,895	\$ 299,125	\$ 35,895
Irrigation Diversion & Delivery (Near Farm)	\$ 132,480	\$ 115,200	\$ 17,280	\$ 57,600	\$ 8,640	\$ 57,600	\$ 8,640						
Soil Health	\$ 123,625	\$ 107,500	\$ 16,125	\$ 35,834	\$ 5,375	\$ 35,833	\$ 5,375	\$ 35,833	\$ 5,375				
Irrigation Water Management	\$ 42,000	\$ -	\$ 42,000		\$ 8,400		\$ 8,400		\$ 8,400		\$ 8,400		\$ 8,400
Conservation Innovation	\$ 132,480	\$ 115,200	\$ 17,280	\$ 38,400	\$ 5,760	\$ 38,400	\$ 5,760	\$ 38,400	\$ 5,760				
<b>SUBTOTAL:</b>	<b>\$ 1,860,060</b>	<b>\$ 1,584,400</b>	<b>\$ 275,660</b>	<b>\$ 156,834</b>	<b>\$ 65,820</b>	<b>\$ 455,958</b>	<b>\$ 65,820</b>	<b>\$ 373,358</b>	<b>\$ 55,430</b>	<b>\$ 299,125</b>	<b>\$ 44,295</b>	<b>\$ 299,125</b>	<b>\$ 44,295</b>
<b>GRAND TOTAL - EQIP</b>	<b>\$ 1,860,060</b>	<b>\$ 1,584,400</b>	<b>\$ 275,660</b>	<b>\$ 156,834</b>	<b>\$ 65,820</b>	<b>\$ 455,958</b>	<b>\$ 65,820</b>	<b>\$ 373,358</b>	<b>\$ 55,430</b>	<b>\$ 299,125</b>	<b>\$ 44,295</b>	<b>\$ 299,125</b>	<b>\$ 44,295</b>

# Attachment C1 and C2 - Plan of Work and Budget Sheet

Lower Gunnison Project: 2015 RCPP Master Tracking (v.03-30-17)

FUNDING SOURCES SUMMARY <sup>1</sup>													
Project Focus Area	POC	Project Name	FOA	MOA	CWCB RCPP TA	CWCB WSRA or ATM	SCTF	NPS	Water SMART	Admin / In- kind	PL 566 (FA)	PL 566 (TA)	GRAND TOTAL <sup>1</sup>
Bostwick Park WCD	Allen Distel/Rey Denison	Inflow Measurement Structures		\$182,000						\$3,696			\$185,696
"	"	Reregulation Reservoir Study		\$110,000						\$6,968			\$116,968
"	"	Reregulation Reservoir Implementation		\$1,365,000						\$0			\$1,365,000
"	"	Cimarron Canal River Diversion								\$5,280			\$5,280
"	"	System Optimization Study				\$40,000			\$25,000	\$0			\$65,000
"	"	West Lateral Phase - 1			\$87,485					\$18,744	\$511,715	\$0	\$617,944
"	"	SCADA System								\$13,200	\$81,618	\$34,000	\$128,818
"	"	Watershed Planning & Functional Reviews											See Footnote <sup>3</sup>
Subtotals:			\$0	\$1,657,000	\$87,485	\$0	\$40,000	\$0	\$25,000	\$47,888	\$593,333	\$34,000	\$2,484,706
Project Focus Area	POC	Project Name	FOA	MOA	CWCB RCPP TA	CWCB WSRA or ATM	SCTF	NPS	Water SMART	Admin / In- kind	PL 566 (FA)	PL 566 (TA)	GRAND TOTAL
Crawford WCD		Supervisory Control and Data Acquisition (SCADA) System								\$8,320			\$8,320
"	"	Master Planning & Salinity/Se Reduction Funding Plan		\$356,000			\$50,000		\$25,000	\$8,320			\$422,720
"	"	Aspen Canal Piping		\$4,222,720						\$0			\$4,222,720
"	"	Clipper Salinity FOA (Center)	\$3,360,345							\$0			\$3,360,345
"	Gary Kraal	Smith Fork Main Diversion SCADA								\$0	\$15,000		\$15,000
"	"	Grandview-Aspen Integration Project (3A of the Upper GV)								\$33,280	\$507,118	\$151,779	\$792,177
"	"	Upper Clipper Re- Regulating Pond (Cleary Site)								\$0	\$276,000	\$39,285	\$315,285
"	"	Needle Rock: Phase 1 (Headgate Improvement & 1,000 ft piping)			\$15,915					\$0			\$15,915
"	"	Virginia Piping Project - (Address in Watershed Plan Only)			\$66,600					\$0	\$333,000	\$0	\$399,600
"	"	Saddle Mountain Salinity FOA (Address in Watershed Plan Only)								\$0			\$0
"	"	Watershed Planning & Functional Reviews								\$0			See Footnote <sup>3</sup>
Subtotals:			\$3,360,345	\$4,578,720	\$82,515	\$0	\$50,000	\$0	\$25,000	\$49,920	\$1,231,118	\$191,064	\$9,568,602

Draft - Subject to Change



Project Focus Area	POC	Project Name	FOA	MOA	CWCB RCPP TA	CWCB WSRA or ATM	SCIF	NPS	Water SMART	Admin/In- kind/Cash	PL 566 (FA)	PL 566 (TA)	NRCS PL 566 TA	PL 566 TOTAL	EQUIP (FA)	NRCS EQUIP (TA)	EQUIP TOTAL	GRAND TOTAL
North Fork WCD	Tom Alvey/Steve Fletcher	Fire Mountain Canal Master Planning/System Optimization/Funding Strategy					\$30,000		\$25,000	\$5,000				\$0				\$60,000
		Garvin Mesa Piping: Siphon Replacement (1000 ft)		\$500,000						\$12,500				\$0				\$512,500
		Fire Mountain Water Delivery Project			\$40,000									\$0				\$40,000
		Canal Enclosure Near Railroad Crossing		\$934,600						\$12,500				\$0				\$947,100
		SCADA System - Optimization and Modernization								\$16,600	\$102,080	\$25,520		\$127,600				\$144,200
	"	Fire Mountain Salinity Reduction Project FOA	\$2,954,512		\$160,000	\$120,000				\$200,000	\$1,150,948	\$0		\$1,150,948				\$4,585,460
		Watershed Planning & Functional Reviews											See Footnote <sup>2</sup>	See Footnote <sup>2</sup>				See Footnote <sup>3</sup>
		Subtotal:	\$2,954,512	\$1,434,600	\$200,000	\$120,000	\$30,000	\$0	\$25,000	\$246,600	\$1,253,028	\$25,520	\$0	\$1,278,548	\$0	\$0	\$0	\$6,289,260
Project Focus Area Uncompahgre Valley Water Users Association	Steve Anderson	Project Name	FOA	MOA	CWCB RCPP TA	CWCB WSRA or ATM	SCIF	NPS	Water SMART	Admin/In- kind	PL 566 (FA)	PL 566 (TA)	NRCS PL 566 TA	PL 566 TOTAL	EQUIP (FA)	NRCS EQUIP (TA)	EQUIP TOTAL	GRAND TOTAL
		GH Lateral Improvements (Estimated at \$15M)		\$10,514,637						\$0				\$0				\$10,514,637
		GK Lateral Piping (Start to 12,700 ft)		\$3,671,169						\$0				\$0				\$3,671,169
		Phase 8 Piping - Secured (Agree. No. R14AP00005)	\$3,541,961							\$0				\$0				\$3,541,961
		Phase 7 Piping - Secured (Agree. No. R11AC00025)	\$2,399,901							\$0				\$0				\$2,399,901
		Garnet Mesa H Laterals Gen Education & Outreach		\$1,800,000						\$5,000				\$0				\$5,000
		Selig Headgate Auto, SCADA								\$3,227	\$205,588	\$51,399		\$256,997				\$260,224
		Loutzenhizer Headgate Auto, SCADA									\$20,682	\$3,650		\$24,332				\$24,332
		East Canal Headgate Auto, SCADA								\$457	\$20,682	\$3,650		\$24,332				\$24,332
		Phase 9 - Secured	\$5,363,078					\$230,000		\$10,231	\$1,300,000			\$1,300,000				\$6,913,309
		UP West Side System Op								\$5,021		\$234,150		\$234,150				\$239,171
		Study Watershed Planning & Functional Reviews								\$0			See Footnote <sup>3</sup>	See Footnote <sup>4</sup>				See Footnote <sup>3</sup>
		Subtotal:	\$11,304,940	\$15,985,806	\$0	\$0	\$0	\$230,000	\$0	\$33,936	\$1,546,962	\$292,849	\$0	\$1,839,811	\$0	\$0	\$0	\$29,394,493



Project Focus Area: CPOC	Project Name	FOA	MOA	CWCB RCPP TA	CWCB WSRA or ATM	SCTF	NPS	Water SMART	Admin/In- kind	PL 566 (FA)	PL 566 (TA)	NRCS PL 566 TA	PL 566 TOTAL	EQUIP (FA)	EQUIP (TA)	NRCS EQUIP (TA)	EQUIP TOTAL	GRAND TOTAL
NCB	Steve Schrock								\$0				\$0	\$75,000	\$3,660	\$700	\$79,360	\$79,360
									\$825,000				\$0	\$1,196,500	\$164,000	\$16,700	\$1,377,200	\$2,202,200
									\$90,000				\$0	\$115,200	\$16,000	\$1,600	\$132,800	\$222,800
									\$107,500				\$0	\$82,500	\$15,000	\$1,500	\$99,000	\$206,500
									\$30,000				\$0	\$115,200	\$16,000	\$1,600	\$132,800	\$222,800
									\$30,000				\$0	\$115,200	\$16,000	\$1,600	\$132,800	\$222,800
Subtotals:																		
									\$0				\$0	\$1,584,400	\$253,660	\$22,000	\$1,860,060	\$2,972,560
Project Focus: LGP CCA RCPP	POC								Admin/In- kind									
	Dave Kanzer								\$50,000				\$292,066				\$0	\$342,066
	Dave Kanzer												\$100,000					\$100,000
	Randy Randall											\$460,000	\$460,000					\$460,000
Subtotals:													\$120,000				\$0	\$120,000
												\$580,000	\$972,066	\$0	\$0	\$0	\$0	\$1,022,066
GRAND TOTALS:																		
									\$1,540,844	\$4,624,441	\$935,499	\$580,000	\$6,139,940	\$1,584,400	\$253,660	\$22,000	\$1,860,060	\$5,173,176

**Attachment C2: Plan of Work and Budget for Watershed Authority Funding (PL 566)**

Project Name	Total PL566	Total FA	Total TA	FY 15 (FA)	FY 15 (TA)	FY 16 (FA)	FY 16 (TA)	FY 17 (FA)	FY 17 (TA)	FY 18 (FA)	FY 18 (TA)	FY 19 (FA)	FY 19 (TA)
Bostwick: Cimarron Canal Division Box	\$ 343,000	\$ 303,500	\$ 39,500			\$ 303,500	\$ 39,500						
Bostwick: West Lateral Pipeline - Whole Pipeline (22,000 ft)	\$ 256,200	\$ 256,200	-	\$ 256,200									
Bostwick: SCADA System	\$ 115,618	\$ 81,618	\$ 34,000	\$ 81,618	\$ 34,000								
Bostwick: PL566 Watershed Plan and Engineering	\$ 64,132	\$ -	\$ 64,132	\$ 64,132									
<b>SUBTOTAL:</b>	<b>\$ 778,950</b>	<b>\$ 478,082</b>	<b>\$ 137,632</b>	<b>\$ 337,818</b>	<b>\$ 98,132</b>	<b>\$ 303,500</b>	<b>\$ 39,500</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Smith Fork Main Diversion Improvements	\$ 15,000	\$ 15,000	-										
Grandview Salinity FOA	\$ 357,110	\$ 357,110	-	\$ 357,110									
Clipper Automation	\$ 308,750	\$ 308,750	-	\$ 308,750									
Daisy Salinity FOA	\$ 219,725	\$ 219,725	-	\$ 219,725									
Virginia Salinity FOA	\$ 104,186	\$ 104,186	-	\$ 104,186									
Needle Rock Salinity FOA	\$ 417,005	\$ 417,005	-	\$ 417,005									
PL566 Watershed Plan and Engineering	\$ 223,834	\$ -	\$ 223,834	\$ 223,834									
<b>SUBTOTAL:</b>	<b>\$ 1,645,610</b>	<b>\$ 1,421,776</b>	<b>\$ 223,834</b>	<b>\$ 1,406,776</b>	<b>\$ 223,834</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
SCADA System Optimization & Modernization	\$ 127,600	\$ 127,600	-	\$ 63,800		\$ 63,800							
Firemountain Siphon under Leroux Creek	\$ 800,000	\$ 624,000	\$ 176,000				\$ 33,000		\$ 78,000	\$ 624,000	\$ 65,000		
PL566 Watershed Plan and Engineering	\$ 72,400	\$ -	\$ 72,400	\$ 72,400									
<b>SUBTOTAL:</b>	<b>\$ 1,000,000</b>	<b>\$ 751,600</b>	<b>\$ 248,400</b>	<b>\$ 63,800</b>	<b>\$ 72,400</b>	<b>\$ 63,800</b>	<b>\$ 33,000</b>	<b>\$ 78,000</b>	<b>\$ 78,000</b>	<b>\$ 624,000</b>	<b>\$ 65,000</b>	<b>\$ -</b>	<b>\$ -</b>
Selia Headgate Automation	\$ 256,997	\$ 256,997	-	\$ 249,500	\$ 7,497								
Loutzenhizer Headgate Automation	\$ 24,332	\$ 24,332	-			\$ 23,732	\$ 600						
East Canal Headgate Automation	\$ 24,332	\$ 24,332	-			\$ 23,732	\$ 600						
Uncompahgre West Side System Optimization Study	\$ 280,000	\$ -	\$ 280,000		\$ 100,000		\$ 180,000						
Phase 9 (EU, GB, GBA, EO middle abandon, EO North 9.3-11.49, GK 12,700 ft to end)	\$ 1,500,000	\$ 1,500,000	-	\$ 1,500,000									
PL566 Watershed Plan and Engineering	\$ 180,566	\$ -	\$ 180,566		\$ 180,566								
<b>SUBTOTAL:</b>	<b>\$ 2,266,227</b>	<b>\$ 1,805,661</b>	<b>\$ 460,566</b>	<b>\$ 1,749,500</b>	<b>\$ 288,063</b>	<b>\$ 47,464</b>	<b>\$ 181,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
RCPP Coordination	\$ 349,153	\$ -	\$ 349,153		\$ 90,000		\$ 70,000		\$ 69,153	\$ 60,000	\$ 60,000		
Watershed Planning Assistance for Colorado River Basin	\$ 100,000	\$ -	\$ 100,000		\$ 100,000								
<b>SUBTOTAL:</b>	<b>\$ 449,153</b>	<b>\$ -</b>	<b>\$ 449,153</b>	<b>\$ 190,000</b>	<b>\$ 190,000</b>	<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ 69,153</b>	<b>\$ 69,153</b>	<b>\$ 60,000</b>	<b>\$ 125,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>
<b>GRAND TOTAL - PL 566</b>	<b>\$ 6,139,940</b>	<b>\$ 4,457,119</b>	<b>\$ 1,519,585</b>	<b>\$ 3,557,894</b>	<b>\$ 872,429</b>	<b>\$ 414,764</b>	<b>\$ 323,700</b>	<b>\$ 15,000</b>	<b>\$ 147,153</b>	<b>\$ 624,000</b>	<b>\$ 125,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>



FUNDING SOURCES SUMMARY															
Project Focus Area	POC	Project Name	FOA	MOA	SCTF	NPS	Water SMART	Admin/In-kind	PL 566 (FA)	PL 566 (TA)	PL 566 TOTAL	EQIP (FA)	EQIP (TA)	EQIP TOTAL	GRAND TOTAL
Bostwick Park WCD	Allen Distel	Inflow Measurement Structures		\$182,000				\$3,696							\$185,696
"	"	Cimarron Canal Division Box						\$5,544	\$303,500	\$39,500	\$343,000				\$348,544
"	"	Reregulation Reservoir Study		\$110,000				\$6,968							\$116,968
"	"	Cimarron Canal River Diversion						\$5,280							\$5,280
"	"	West Lateral Pipeline - Whole Pipeline (22,000 ft) Unsecured						\$13,200	\$256,200		\$256,200				\$1,893,228
"	"	System Optimization Study			\$40,000		\$25,000	\$0							\$65,000
"	"	SCADA System						\$13,200	\$81,618	\$34,000	\$115,618				\$128,818
"	"	PL566 Watershed Plan and Engineering									\$64,132				\$64,132
Subtotals:				\$292,000	\$40,000	\$0	\$25,000	\$47,888	\$641,318	\$137,632	\$778,950	\$0	\$0	\$0	\$2,807,666
Crawford WCD	Gary Kraal	Smith Fork Main Diversion Improvements							\$15,000		\$15,000				\$15,000
"	"	Grandview Salinity FOA - Unsecured						\$33,280	\$267,833		\$267,833				\$7,480,713
"	"	Clipper Automation						\$0	\$308,750		\$308,750				\$308,750
"	"	Clipper FOA - Unsecured						\$33,280	\$271,339		\$271,339				\$3,620,827
"	"	Daisy Salinity FOA - Unsecured						\$16,640	\$219,725		\$219,725				\$548,429
"	"	Needle Rock Diversion Project							\$333,000		\$333,000				\$333,000
"	"	Virginia Piping Project - (Address In Watershed Plan Only)													\$0
"	"	Saddle Mountain Salinity FOA (Address in Watershed Plan Only)													\$0
"	"	Supervisory Control and Data Acquisition (SCADA) System		\$356,000				\$8,320							\$364,320
"	"	Master Planning & Salinity/Se Reduction Funding Plan			\$50,000			\$8,320							\$58,320
"	"	Aspen Canal Piping		\$4,222,720											\$4,222,720
"	"	PL 566 Watershed Plan and Engineering													\$229,963
Subtotals:				\$4,578,720	\$50,000	\$0	\$0	\$99,840	\$1,415,647	\$229,963	\$1,645,610	\$0	\$0	\$0	\$17,182,042
North Fork WCD	Trey Dennison	SCADA System - Optimization and Modernization						\$16,600	\$127,600		\$127,600				\$144,200
"	"	Fire Mountain Canal Master Planning			\$50,000			\$5,000							\$55,000
"	"	Garvin Mesa Piping- Siphon Replacement (1000 ft)		\$500,000				\$12,500							\$512,500
"	"	Canal Enclosure Near Railroad Crossing		\$500,000				\$12,500							\$512,500

