

RESOLUTION NO. 1756

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING AN AGREEMENT WITH TROUT UNLIMITED
PERTAINING TO MAINTENANCE OF "THE GOLDEN MILE"
FISHERY ON CLEAR CREEK**

WHEREAS, the City of Golden is concerned with the long term water quality of Clear Creek;
and

WHEREAS, the City has invested significant resources in the Clear Creek White Water Park,
the Washington Avenue Bridge, and the downtown; and

WHEREAS, significant economic benefit to the entire Golden community from these
improvements has been realized; and

WHEREAS, the addition of the proposed "Golden Mile" fishery would add additional activity
to the creek and economic benefit to the downtown and greater community; and

WHEREAS, establishment of a fishery on Clear Creek would continue pressure to improve the
source water quality throughout the watershed; and

WHEREAS, the City of Golden agreed to support construction of the Golden Mile efforts in
Resolutions 1551 and 1698; and

WHEREAS, Trout Unlimited and the City of Golden have reached further understanding
regarding their respective rights and obligations for the construction of the Golden Mile.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN,
COLORADO:

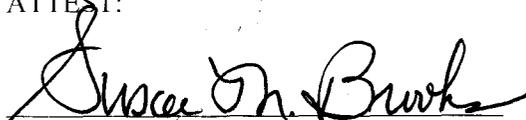
City Council hereby approves the agreement with West Denver Trout Unlimited in essentially the
same form as the copy of such agreement accompanying this resolution.

Adopted this 8th day of March, 2007.



Charles J. Baroch
Mayor

ATTEST:

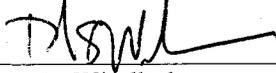


Susan M. Brooks, MMC
City Clerk

Resolution No. 1756

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Approved as to form:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 8th day of March, A.D., 2007.

(SEAL)

ATTEST:



Susan M. Brooks, City Clerk of the City of
Golden, Colorado

Exhibit A

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2007 by and between the CITY OF GOLDEN, a Colorado home rule municipality ("Golden") and the WEST DENVER CHAPTER OF TROUT UNLIMITED, a Colorado non-profit corporation (WDTU).

RECITALS

- A. Golden is a Colorado home rule municipality whose municipal services include provision of parks and recreational facilities.
- B. WDTU is organized as a Colorado non-profit conservation organization whose mission is to conserve, protect and restore North America's trout and salmon fisheries and their watersheds.
- C. WDTU and the Colorado Division of Wildlife ("DOW") entered into an agreement dated February ____, 2007 ("Subgrant Agreement") whereby the DOW made funds available to WDTU for the purpose of improving fisheries and otherwise increasing recreational fishing opportunities in Colorado as part of the DOW's Fishing is Fun in Colorado Program. Pursuant to the Subgrant Agreement, WDTU will be making improvements to the habitat on 1800 linear feet of Clear Creek west of Golden's kayak course. WDTU calls this project "The Golden Mile".
- D. Golden has contributed \$50,000 toward the construction of The Golden Mile project.
- E. Golden and WDTU desire to cooperate in the maintenance of The Golden Mile, subject to Golden's ultimate control and decision making, for the mutual benefit of both parties.

AGREEMENT

- 1. TERM. The initial term of this Agreement shall be from March 1, 2007 through December 31, 2007. Thereafter, it is the current intent of the parties that the agreement be for nineteen (19) additional, separate, consecutive, one-year terms, subject to annual review and appropriation by Golden.
- 2. THE GOLDEN MILE. The Golden Mile includes placement of a number of in-stream structures beginning just upstream of the City's kayak course near Lion's park, and extending upstream of the Canyonside condominiums. The project includes a series of cross vanes, j-dams, and boulder fields to improve stream habitat. The exact

configuration may be adjusted during construction, but is generally described by the drawings in Exhibit A.

3. Capital Costs. The capital costs anticipated are estimated to be a maximum of \$150,000, as reflected on the attached budget, incorporated herein as Exhibit B.
4. Construction. WDTU will contract and pay for the initial construction. Upon completion of construction of the in-stream improvements, WDTU will return the Clear Creek Corridor the substantially the same condition as existed prior to construction.
5. Recreational Use. Golden intends to administer the Clear Creek corridor in which The Golden Mile will be constructed for recreational uses, including as a recreational fishery.
 - a. At least some portion of the corridor has been deeded to Golden by Jefferson County with an Open Space designation. The Commissioner's Deed requires that the property be "...used exclusively for passive recreation development, management, and maintenance purposes..."
Golden and WDTU agree that the administration of this section as Open Space is consistent with its use for recreational fishing. (see Exhibit C)
 - b. Golden maintains the Grant Terry Trail which runs adjacent to Clear Creek for 0.7 miles west of the kayak course and provides public access to The Golden Mile.
 - c. WDTU and Golden agree that Clear Creek along the Golden Mile has an existing use by the boating community. Golden does not intend to extend the kayak course west from its existing location, but does not intend to restrict continued incidental use for kayaking along the Golden Mile. Accordingly, any in-stream improvements installed pursuant to this agreement shall not significantly impeded boating activities.
6. Maintenance. Golden will be responsible for routine maintenance of facilities developed under the Golden Mile project, for the term of this agreement. The project is designed such that routine maintenance will be relatively minimal. Facilities being developed are in the Creek and require little or no routine maintenance. Maintenance will generally be limited to trail maintenance, maintenance of the project sign, required by Part 2.C of the Sub-grant agreement, and trash clean-up. Routine maintenance shall not include repair or replacement of any damage to improvements caused either by flooding or high water, or damage to improvements beyond normal wear and tear. Golden and WDTU will meet annually to identify maintenance needs and develop a plan for implementation. WDTU will assist Golden by annually organizing a clean-up day on the Golden Mile portion of Clear Creek.
7. Grand Opening. WDTU may schedule and conduct a Grand Opening for The Golden Mile.

8. Annual Report. Golden will prepare and submit, to the DOW, an annual report as required by Paragraph 8.D of the Sublease Agreement.
9. Record Keeping. WDTU will provide Golden with a complete file of all records, documents, and other written materials which pertain to the construction of The Golden Mile and are required to be maintained by Paragraph 9.A of the Sub-grant Agreement. Golden shall maintain a copy of these and other records as required by Paragraph 9.A of the Sub-grant Agreement.
10. Appropriations. Golden shall not be obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which the funds are appropriated. All fiscal obligations of Golden under this Agreement are from year to year only and do not constitute a multi-fiscal year direct or indirect debt of other financial obligation of Golden. All fiscal obligations of Golden beyond the current year are conditioned, upon appropriation of funds for such payment.

Grant # [Enter Grant #]
Fishing is Fun Project: [Enter Project Name]
Project: FIF-
Amount: \$[amount of agreement]
CDO Contact: Jim Guthrie / [Enter DWM or Biologist contact]
[Vendor Contact Name]

PBA
FY [07]
Route: 06-PBA-
Fund: FA

[FILL IN/DELETE YELLOW HI-LIGHTED AREAS and BLANKS AS APPLICABLE]
SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT, made this _____ day of _____ 20__, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Division of Wildlife, 6060 Broadway, Denver, CO 80216 hereinafter referred to as the "State" or "Grantee" and _____, a [state entity type], [address] hereinafter referred to as the "Subgrantee".

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under encumbrance number C108 in the amount of \$ _____.

The Fish and Wildlife Service of the U.S. Department of Interior has made federal grant funds available to the State pursuant to the Federal Aid in Sport Fish Restoration Act of 1950, (64 Stat. 430, as amended 16 U.S.C. 777-777m), for fish restoration and management projects which improve fisheries and recreational fishing opportunities in Colorado (hereinafter, the "sportfishing funds"); and

The Fish and Wildlife Service of the U.S. Department of Interior obligate these funds to be reimbursable from the date the grant award is approved by the Service, (43 CFR 12.928 and Director's Order No. 179, Sec 7); and

The State desires to make such funds available to the Subgrantee on a match basis for the purpose of improving fisheries and otherwise increasing recreational fishing opportunities in Colorado as part of its "Fishing is Fun in Colorado Program"; and

The State makes these funds available to Subgrantee who hereby represents that neither Subgrantee, nor any person or entity acting on its behalf, shall conduct activities with these funds for purposes or uses prohibited or otherwise restricted under 50 CFR 80.

Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, it is hereby agreed that:

1. Subgrant Award

Award is hereby made to the Subgrantee in the amount of \$ _____ for performance of the scope of work in accordance with the terms of this Subgrant Agreement.

2. Scope of Work (Subgrant)

- A. The Subgrantee will undertake the scope of work described in **Exhibit A** Project Narrative attached hereto and incorporated by reference, hereinafter the "Project". Prosecution of the Project shall be under the general supervision of the Subgrantee. The State may, at its discretion, require that a representative of the State be present at the Project location while work is being conducted.
- B. For construction projects costing more than \$100,000, a registered professional engineer must approve engineering plans and specifications, approve the feasibility determination, supervise construction, and furnish a report of final inspection.
- C. The Subgrantee shall provide and maintain permanent signs on or near the Project site indicating that the Project is funded in part by the Colorado Division of Wildlife Fishing is Fun program using Federal Aid in Sport Fish Restoration Act funds for the life of the Project.
- D. If the Project includes dam construction:
 1. Construction, enlargement, or rehabilitation of a dam is subject to the Federal standards for dam design. If the Project involves the construction, enlargement, or rehabilitation of dams subject to Federal design requirements, the Subgrantee shall provide evidence that an engineer has reviewed the design and specifications. For dam construction, the review must be by an engineer qualified in the design and construction of dams.
 2. The proposed project shall be designed to meet Federal Standards for dam design, construction and rehabilitation including, but not limited to, the Federal Guidelines for Dam Safety (June 25, 1979), Recommended Guidelines for Dam Safety-Inspection of Dam (Corps of Engineers, 1974), and any other technical requirements which may be identified in Colorado Rules and Regulations for Dam Safety and Dam Construction (2CCR 402-1).

3. Subgrant Award Amount

- A. The State shall pay to the Subgrantee up to insert amount-spelled out Dollars (\$ _____) from the Sportfishing funds for the completion of the Project described in Exhibit A, during the "Grant Period" as defined below. Payments shall be made on a reimbursement basis, based upon the Subgrantee's submittal of receipts to the State evidencing allowable expenditures by the Subgrantee for services and materials used in prosecution of the Project. With submittal of receipts and canceled checks evidencing allowable expenditures, Subgrantee may request payments monthly; however, the reimbursement amount for each request shall be no less than \$1,000 unless it is a request for final payment. The State shall in all cases retain ten percent (10%) of the total available Sportfishing funds until final inspection and approval of the completed Project by

authorized representatives of the State. Such payments shall also be subject to inspection and approval of the completed work by authorized representatives of the State.

- B. The grant may be charged only for obligations incurred during the grant (funding) period (43 CFR 12.928). The performance period of the grant is the starting date of the *grant period*. The *performance period* is established at the time the grant is approved by the Federal awarding agency (Director's Order No. 179). Grant *funding period* means the period of time when Federal funding is available for obligation by the recipient (43 CFR 12.902).
- C. Certain preliminary costs for services, those incurred prior to the execution of the grant award, may be reimbursable or included as part of allowable in-kind contributions. Acceptable services include, but are not limited to, preliminary design, feasibility surveys (both engineering and biological) and land appraisals. To be eligible, these costs must be disclosed as preliminary costs in Exhibit B of this Agreement. Award of such costs shall be contingent upon final federal approval. (522 FW 1.11B (2)) and (2 CFR 230 formally Office of Management and Budget (OMB) Circular No. A-122 attachment B.36 and B.37).

4. Subgrantee's Cost Share Amount

- A. The Subgrantee's share of the cost of the subject Project shall be spell out percentage (___ %), representing a dollar value of spell out dollar amount (\$ _____). [these figures change based on the Project Narrative of Grant] which shall consist, at a minimum, of funds, allowable costs, and the value of third party in-kind contributions as set forth in **Exhibit B** Budget attached hereto and incorporated by reference. *Third party in-kind contributions* mean property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the grantee, or a cost-type Subgrantee under the grant agreement. *Cost sharing or matching* means the value of the third party in-kind contributions and the portion of the costs of a federally assisted grant project or program not borne by the Federal Government.
- B. The Subgrantee hereby assures and certifies that it will comply with all applicable federal statutes, regulations, policies, guidelines and requirements regarding all contributions, matching and cost-sharing, including, but not necessarily limited to 43 CFR Part 12, 50 CFR Part 80, and 2 CFR 230 (formally OMB Circular No. A-122), and OMB Circular No. A-133 as they relate to the application, acceptance, and use of federal funds for this federally assisted Project.
- C. The Subgrantee hereby assures and certifies that its contracts shall contain the provisions required by 43 CFR 12.948. Subgrantee certifies that it has read and will comply with all of the provisions of 43 CFR 12, as applicable. Subgrantee "will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements conform to applicable Federal law and the standards in this section." 43 CFR 12.940. Subgrantee must not make any award or permit any award (subgrant or contract) at any tier to any party, which is debarred or suspended under 43 CFR 12.944(d).

5. Federal Funding

This Agreement is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Subgrantee is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the United States Department of Interior pursuant to the Federal Aid in Sport Fish Restoration Act of 1950 (64 Stat. 430, as amended 16 U.S.C. 777-777m), for the improvement of fisheries and recreational fishing opportunities in Colorado. Therefore, the Subgrantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this Agreement without liability, including liability for termination costs.

6. State's Limitation

The State's participation in the Project is limited to providing funds. The Subgrantee is solely responsible for the development and implementation of the Project, and is accountable to the State for the use of the funds provided.

7. Term

A. Project Completion Period

The Subgrantee shall use its best efforts to complete the Project in accordance with the work Schedule set forth in the Project Narrative, Exhibit A. On a showing of good cause by the Subgrantee and notification to the State's representative, the work Schedule completion dates in Exhibit A may be modified. However, the Subgrantee shall fully complete the Project no later than the Project Completion end date of **[date]** (this is the end date on the grant agreement form), unless the term is amended as provided for in paragraph 15.B.4. Payment for performance shall not begin until this Subgrant Agreement is approved by the State Controller, or designee. The *performance period* contemplated herein shall commence on **[date]** (this is the effective date grant is approved by the feds) as defined in paragraph 3.B.

B. Project Useful Life

1. As per United States Department of Interior's Director's Order #175 §5, Useful Life of Capital Improvements Funded by Federal Assistance Grants, the State has determined that the useful life for capital improvements is 20 years. The "useful life" of the Project shall extend twenty years (20) years beyond the Project final inspection acceptance date. The Subgrantee shall operate and maintain the Project, or cause the Project to be operated and maintained, for public recreational fishing use during the "useful life" period. The property to be operated and maintained shall include any property and facilities acquired or developed under this Project. Said property and facilities shall be maintained in a reasonable state of repair and shall be open for use

by the public at all reasonable hours of the day and time of the year as required by its intended purpose.

2. In the event the property or facility is not operated and maintained for public recreation, the Contractor will reimburse the State 100 percent (100%) of the remaining amortized value of such facility. The "remaining amortized value" is defined for the purpose of this contract as the total funds paid to the Contractor pursuant to paragraph 3.A. Subgrant Award Amount, multiplied by the percentage of the remaining portion of the useful life.
3. The Contractor shall not at anytime convert any property or facilities acquired or developed pursuant to this contract to other than public recreational fishing use without the prior written approval of the State. In the event the property or facility is converted, the Contractor will reimburse the State the current fair market value of the property or facility. In the event the property or facility is destroyed while under authority of the Contractor prior to the end of its useful life, the Contractor will reimburse the State 100 percent (100%) of the remaining amortized value of such facility. Non-public recreational fishing uses of the said facilities which do not materially interfere with the public recreational fishing uses shall not be deemed a conversion of such facilities within the meaning of this paragraph.

8. Reporting

- A. The Subgrantee shall utilize and comply with the Project Documentation Report (**Exhibit C-1**), Sample Itemized Work Sheet (**Exhibit C-2**), and Request for Reimbursement (**Exhibit C-3**), attached hereto and incorporated by reference.
- B. The Subgrantee shall file quarterly progress reports with the State, on Report of Subgrant Agreement Performance form provided (**Exhibit C-4**) attached hereto and incorporated by reference, detailing the status of the Project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after receipt of the notice to proceed, and every three (3) months thereafter until final approval of the completed Project by the State. The Subgrantee shall notify the State's Fishing is Fun Coordinator in writing at least ten (10) days prior to actual completion of the Project to arrange for final inspection of the Project. The Subgrantee shall submit all required final documents along with the final pay request to the Coordinator no later than 45 days after completion of the Project or within the timeframe allowed by the Federal awarding agency.
- C. The Subgrantee shall provide to the Coordinator color photo slides, digital photos, or color prints of the work site: 1) prior to commencement of work; 2) during construction; 3) completed Project.
- D. After the Project is completed, the Subgrantee shall file an annual report with the State on form provided as **Exhibit D** attached hereto and incorporated by reference. The first annual report shall be due one year following final inspection of the Project and will be due annually thereafter during the "useful life" period identified in section 7. B.

- E. The Coordinator may waive any quarterly or annual performance report if deemed unnecessary provided the State will still be able to meet its performance reporting obligations to the Federal agency.

9. Maintenance of Records

- A. The Subgrantee shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the operation of programs or the delivery of services under this Agreement, procurement contracts, and records of costs and third-party in-kind contributions, and shall maintain such records for a period of three (3) years (43 CFR 12.953) beginning from the date that the Subgrantee submits its final report required by the State. All such records, documents, communications and other materials shall be the property of the State, and shall be maintained by the Subgrantee in a central location and the Subgrantee shall be custodian on behalf of the State.

- B. These records are subject to review by the Director of the Fish and Wildlife Service, the Secretary of the Interior, the Comptroller General of the United States, or any of their authorized representatives in addition to any representative of the State.

10. Priority of Interpretation

The provisions of this Agreement shall govern the relationship of the State and the Subgrantee. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. The Special Provisions incorporated within this Subgrant;
- B. Second, the terms and provisions of this Subgrant;
- C. Exhibit A Project Narrative (Scope of Work);
- D. Exhibit B Budget;
- E. Exhibits C-1 through C-4; and
- F. Exhibit D.

11. Federal Audit Provisions

- A. The Office of Management and Budgets (OMB) Circular No. A-133 Audits of States, Local Governments, and Non-Profit Organizations define audit requirements under the Single Audit Act of 1996 (Public Law 104-156).
- B. All state and local governments and non-profit organizations expending \$500,000 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of (OMB) Circular No. A-133. This Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.

12. Grant Assurances

This Agreement involves the expenditure of federal funds, therefore, the Subgrantee shall at all times during the execution of this Agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. The Subgrantee shall also require compliance with these statutes and regulations in subcontractor grant agreements permitted under this Agreement. The federal laws and regulations include:

- The "Administrative and Audit Requirements and Cost Principles for Assistance Programs (Common Rule), at 43 Code of Federal Regulations, Part 12.
- Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees]
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of \$2,000]
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers]
- Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). [contracts, subcontracts, and subgrants of amounts in excess of \$100,000]
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- Office of Management and Budget Circular A-133 and 2 CFR 230 (formally OMB Circular No. A-122).

- The Hatch Act (5 USC 1501-1508) and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- USC 6101 *et seq.*, 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 *et seq.* These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;
- The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 USC 225 and 47 USC 611.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). [If the Subgrantee is acquiring real property and displacing households or businesses in the performance of this contract]
- The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 *et seq.*).
- The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 *et seq.* and its implementing regulation, 45 C.F.R. Part 91;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

- Title IX of the Education Amendments of 1972

- Executive Order 11987, Exotic Organisms

- Endangered Species Act of 1973
- National Environmental Policy Act of 1969 (NEPA)
- Floodplains and Wetlands Protection
- Animal Welfare Act of 1985
- National Historic Preservation Act of 1966
- Debarment and Suspension ; **(1)** Executive Order 12549, Debarment and Suspension, Feb. 18, 1986 and **(2)** Department of Interior Rules, Government wide Debarment and Suspension (Nonprocurement), 43 CFR 42

- Restrictions on Lobbying **(1)** (P.L. 101-121), **(2)** 43 CFR 18
- Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Civil Rights Assurance. The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the **RECIPIENT** on the basis of race, color, national origin, age, sex (in education activities) or disability.

13. Rights in Data, Documents, Computer Software and Patents

- A. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Subgrantee in the performance of its obligations under this Agreement shall be the exclusive property of the State and all such materials shall be delivered to the State by the Subgrantee upon completion, termination, or cancellation of this Agreement. The Subgrantee shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Subgrantee's obligations under this Agreement without the prior written consent of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

- B. The U.S. Fish and Wildlife Service reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the material for Federal Government purposes.

- C. The Subgrantee should fully and promptly report to the State any invention or discovery, patentable item, patent right, or process produced in the course of work sponsored by a federal award or subaward funds. The disposition of title and rights to any such invention or process are subject to the Government-wide regulations issued by the Department of Commerce in 37 CFR Part 401.

14. Legal Authority

The Subgrantee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Subgrantee to its terms. The person(s) executing this Agreement on behalf of the Subgrantee warrant(s) that such person(s) have full authorization to execute this Agreement.

15. Modification, Amendment, and Budget Changes

- A. Modifications. This Subgrant Agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

- B. Subgrantee Requests for Project Modifications. The Subgrantee shall notify the State Coordinator, in writing, of any proposed project modifications or budget changes in the project as soon as possible, but at least 45 days prior to the expiration of the Project period. The State's Coordinator will determine if it is necessary to submit a request for an amendment with the Federal awarding agency. An amendment must be submitted to obtain the Federal awarding agency's prior approval for:
 - 1. Adding or deleting a project from the list;
 - 2. Increasing or decreasing the Federal funds obligated on the Grant Agreement;
 - 3. Revising the rate of Federal participation shown on the Grant Agreement;

4. Modifying the Grant Agreement period; or
5. Any change to the Grant or Subgrant Agreements.

Any such amendment shall be processed as an amendment to the Agreement, pursuant to State Fiscal Rules and Policies.

- C. Budget Changes. Unless waived by the Federal awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the Federal awarding agency. Changes shall also be governed, as applicable, by the federal regulations in 43 CFR 12.925, as well as the State Fiscal Rules and Policies.

16. Integration of Understanding

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

17. Insurance

- A. The Subgrantee shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts:
 1. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Subgrantee's employees acting within the course and scope of their employment.
 2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Subgrantees, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
 3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
- D. The Subgrantee will require all insurance policies in any way related to the Agreement and secured and maintained by the Subgrantee to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. The Subgrantee shall provide certificates showing insurance coverage required by this Agreement to the State within 7 business days of the effective date of the Agreement, but in no event later than the commencement of the services or delivery of the goods under the Agreement. No later than 15 days prior to the expiration date of any such coverage, the Subgrantee shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the State may request in writing, and the Subgrantee shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the Subgrantee is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the Subgrantee shall at all times during the term of this Agreement maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the Subgrantee shall show proof of such insurance satisfactory to the State. However, Subgrantee shall require that insurance be maintained in the amounts and as forth in the preceding sections, by subcontractors or others who perform work under this Agreement on behalf of Subgrantee, but who are not a “public entity” as defined.

18. Licenses, Permits, and Responsibilities

The Subgrantee certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services and/or deliver the goods covered by this Agreement. The Subgrantee warrants that it will maintain all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform this Agreement, without reimbursement by the State or other adjustment in Agreement price. Additionally, all employees or agents of the Subgrantee performing services under this Agreement shall hold the required licenses or

certification, if any, to perform their responsibilities. The Subgrantee further certifies that, if it is a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewable of necessary licenses, certifications, approvals, insurance, permits, etc. required for the Subgrantee or its agents to properly perform this Agreement shall be grounds for termination by the State for default.

19. Termination for Convenience

The State may terminate this Subgrant award at any time upon written notification to the Subgrantee as set forth in 43 CFR 12.961. Reimbursement of costs to Subgrantee shall be as set forth in 43 CFR 12.962 (c). The State shall effect such termination by giving written notice of termination to the Subgrantee and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subgrantee under this Agreement shall, at the option of the State, be delivered by the Subgrantee to the State and shall become the State's property.

If this Agreement is terminated for cause, or due to the fault of the Subgrantee, the Termination for Cause or Default provision shall apply.

20. Termination for Default/Cause

If, through any cause, the Subgrantee shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Subgrantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Subgrantee of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subgrantee under this Agreement shall, at the option of the State, become its property, and the Subgrantee shall be entitled to receive just and equitable compensation for any services and goods delivered and accepted. The Subgrantee shall be obligated to return any payment advanced under the provisions of this Agreement. This provision shall in no way limit other remedies available to the State in this Agreement, or remedies otherwise available at law.

Notwithstanding the above, the Subgrantee shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of this Agreement by the Subgrantee, and the State may withhold any payment to the Subgrantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Subgrantee is determined.

If after such termination it is determined, for any reason, that the Subgrantee was not in default, or that the Subgrantee's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Agreement had been terminated for convenience, as described herein.

21. Remedies

- A. In the event the Project is not operated and maintained for the useful life, the Subgrantee will replace the property in accordance with 50 CFR 80.14.
- B. In addition to any other remedies provided for in this Agreement, including those imposed in 43 CFR 12.914, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Subgrantee substantially fails to satisfy or perform the duties and obligation in this Agreement or any term of the award. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Subgrantee. These remedial actions are as follows:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee, or more severe enforcement action by the State;
 - 2. Wholly or partly suspend or terminate the current award for the Subgrantee's program;
 - 3. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance as per 43 CFR 12.962 (c);
 - 4. Withhold further awards for the program.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

22. Representatives and Notice

- A. For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. All notices required to be given by the parties hereunder shall be hand delivered or sent by certified or registered mail to the individuals at the addresses set forth below:

Subgrantee Representative:	State Coordinator:
Name	Jim Guthrie
Entity	Colorado Division of Wildlife
Address	6060 Broadway
City, State Zip Code	Denver, CO 80216
Phone:	Phone: 303-291-7563
Email:	Email: jim.guthrie@state.co.us

- B. With respect to the representative of the State, the Coordinator shall have the authority to assure compliance with the terms of this Agreement, inspect and reject services, approve invoices for payment, and act otherwise for the State.

23. Assignment and Successors

The Subgrantee agrees not to assign rights or delegate duties under this Agreement without the express, written consent of the State.

24. Severability

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

25. Waiver

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

26. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Subgrantee.

27. Compliance with Law

The Subgrantee agrees to strictly adhere to and comply with all applicable Federal, State and Local laws, statutes, regulations, and executive orders, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement.

(Special Provisions and signature page follow)

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due

all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. Not Applicable to Intergovernmental Contracts]. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

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

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006

CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

SUBGRANTEE:

**STATE OF COLORADO:
BILL RITTER, JR., GOVERNOR**

By _____
Legal Name of Contracting Entity

(for) Harris Sherman, Executive Director
Department of Natural Resources

Social Security Number or FEIN

Date _____

By _____
Signature of Authorized Officer
SUTHERS

LEGAL REVIEW:
ATTORNEY GENERAL, JOHN W.

By _____
(Print) Name & Title of Authorized Officer

Date _____

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)
available.)

(Place corporate seal here, if available.)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Subgrantee is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and / or services provided.

STATE CONTROLLER:

Leslie M. Shenefelt

By _____

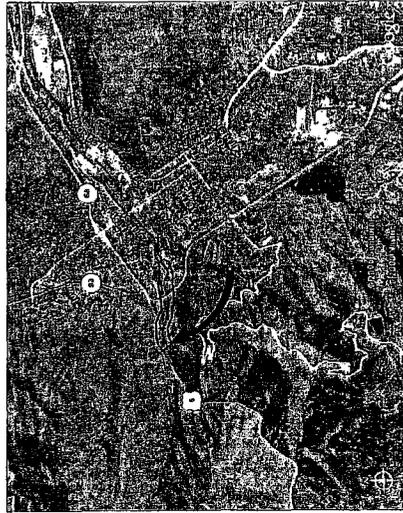
Date _____

THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT

PREPARED FOR
TROUT UNLIMITED DENVER WEST CHAPTER

PLANS FOR CONSTRUCTION

OCTOBER 2006



— VICINITY MAP
— NOT TO SCALE

NO.	DATE	BY	DESCRIPTION



FRONTIER ENVIRONMENTAL
SERVICES, INC.
3971 West 9th Avenue, Suite 1
Denver, Colorado 80202
(303) 552-8280
Fax: (303) 554-8771

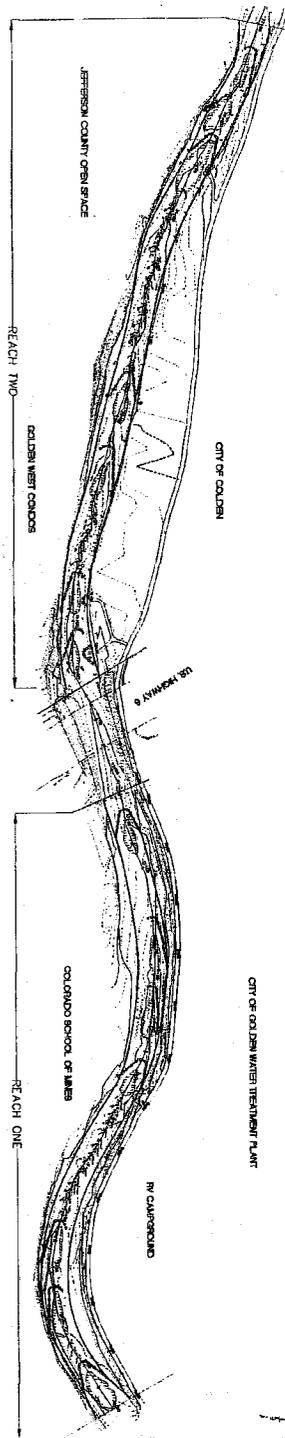


Trout Unlimited

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
2	GENERAL NOTES
3	PLAN VIEW STA. 0+00 TO 7+51
4	PLAN VIEW STA. 7+51 TO 14+29
5	PLAN VIEW STA. 14+29 TO 23+67
6	PLAN VIEW STA. 23+67 TO 27+87
7	CROSS SECTION PAGE 1
8	PROFILE VIEW PAGE 1
9	CROSS SECTION PAGE 2
10	PROJECT DETAILS
11	REVEGETATION PLAN

QUALITY NOTIFICATION
OFFICE OF COLORADO
1-800-922-1987
FOR INFORMATION ONLY
NO WARRANTY IS MADE



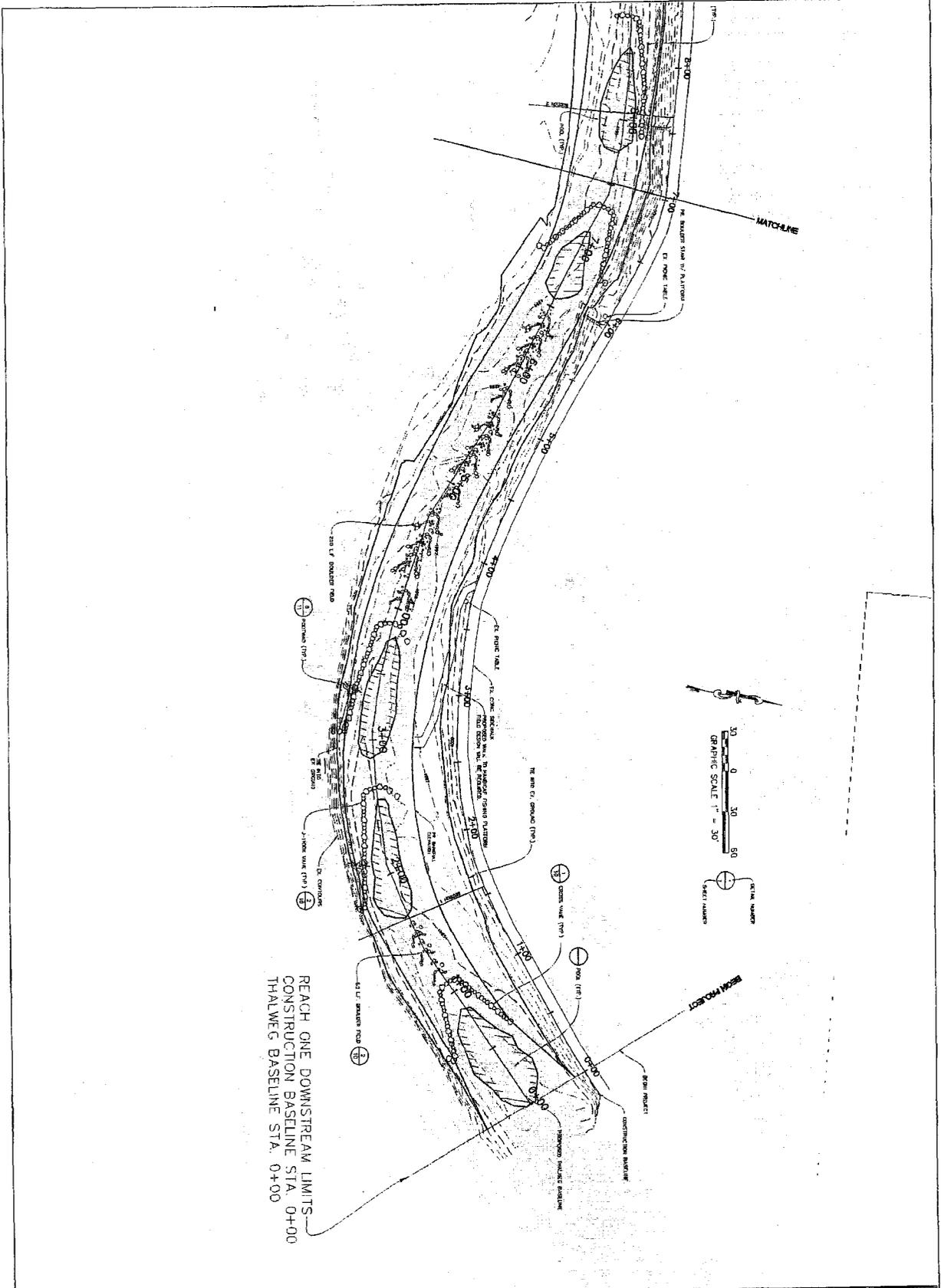
PROJECT MAP

0 100 200
 GRAPHIC SCALE 1" = 100'

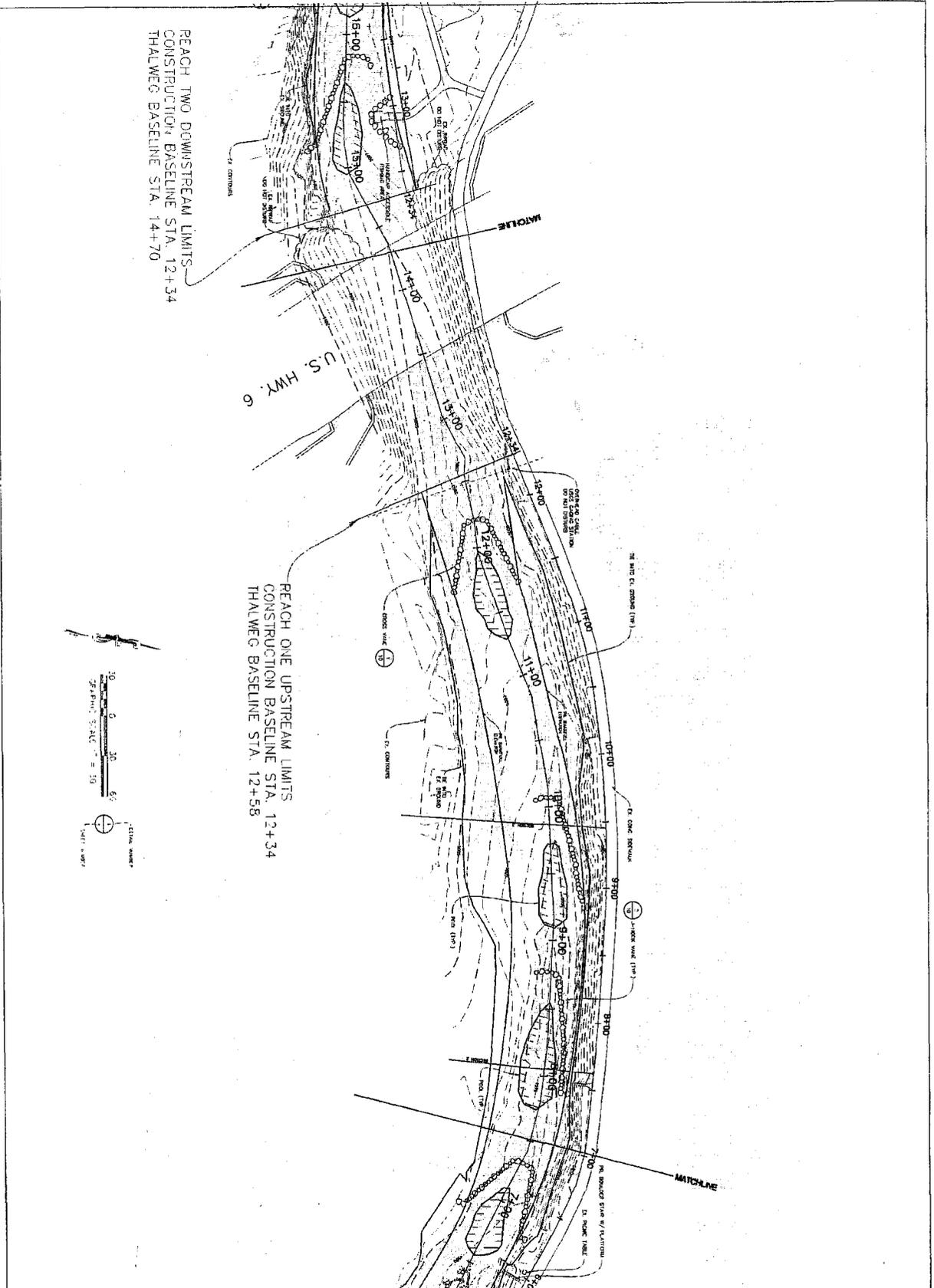
GENERAL NOTES

1. Surface Boulders shall be three to six (6) diameter, durable, durable, hard, non-weathered granite or sandstone boulders home-picked and placed in the surface layer of some or other habitat structures.
2. Floating Boulders shall be durable, hard, non-weathered granite or sandstone boulders home-picked and placed in the surface layer of some or other habitat structures. The depth of floating boulders shall be no less than 20" where it is the protrusion height (height above finished bed according to the profile) of the surface boulders.
3. Erosion Control Fabric shall be North American Green Biokel C1252M double-net coconut, biokel or equivalent. Install the blanket on reconstructed or exposed channel banks and floodplains by rolling in the upstream direction relative to streamflow. Overlap fabric 6" (min.) at each joint according to low direction (and direction of runoff). bury outside edges of finished reach areas in a 12" (min.) trench one foot with native soils to finished grade. Biokel blankets shall be exposed and maintained in place until the erosion control fabric, once placed, should not be pulled away from the soil surface easily by hand in any direction. Prior to installation of the fabric, apply lime, fertilizer and reseed according to the Revegetation Plan.
4. Bio-stakes shall be 6" long, fully-degradable fasteners. Use North American Green Bio-5-TAKE(TM) or equivalent.
5. Live Stakes shall be harvested or site-dug streambanks and in the areas shown in the Revegetation Plan. The Contractor shall obtain permission from property owners prior to harvest of live stakes. Harvest cuttings from mature, disease-free willows and cottonwoods in the project area with a sharp tool. Harvest and installation of live stakes shall occur during the plant's dormant season (Jan-March).
6. Bank-lift Erection, or "bank-lift" refers to the elevation used as a reference level for construction of the channel. The elevation shall be measured relative to the proposed bank-sill elevation. The throwing is the line of maximum depth relative to bank-sill.
7. All wave structures shall be composed of lightweight materials to promote flow over time. Logs of the surface boulders when grown are specified as western white boulders in the map legend or light as possible.
8. Logs used in structures and log frames shall be untreated or semi-treated wood and shall be 4" to 6" in diameter and 12' to 18' in length. Logs shall be placed in the channel in a manner that will not impede the flow of water. Logs shall be placed in the channel in a manner that will not impede the flow of water.
9. The structure shall be constructed in a manner that will not impede the flow of water.
10. The Contractor shall minimize disturbances to the channel as much as possible during construction, using equipment in the water only when necessary for channel shaping or structure placement.
11. Construction tolerances are generally 1 ft. in the horizontal and 0.1 ft. in the vertical unless stated otherwise in the Drawings.
12. Do not disturb the stream within the ROW of U.S. Highway 6.
13. Do not disturb the U.S.C.S. gaging station equipment or the channel in the vicinity of the gaging station during construction.
14. Protect the existing concrete paths against damage due to construction crossings by placing wood or steel sheets to bridge over the pavements. The Contractor shall repair any damaged pavements and vegetation disturbed by construction activities.
15. Existing permanent concrete survey monuments with brass caps at cross section locations indicated on the Plans.
16. Interpretive signs to be placed as desired by Trout Unlimited near fishing access points.
17. Fishing preferences to be read designed to blend with the existing environment.
18. Invert elevations of structures may need to be modified based on actual field conditions.
19. Aerial photo is for illustrative purposes and is not on the exact scale as the drawing topographic contour lines are based on field run survey data.

<p>GENERAL NOTES</p> <p>THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT</p>	<p>TROUT UNLIMITED DENVER WEST</p> <p>1234 14th Street, Suite 100 Denver, CO 80202 Phone: (303) 733-1111 Fax: (303) 733-1112</p>		<p>FRONTIER ENVIRONMENTAL SERVICES, INC.</p> <p>811 West Bond, Unit 1 West Ridge, Colorado 80033 (303) 254-8253 Fax (303) 254-8271</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>								
<p>2 of 11</p>												

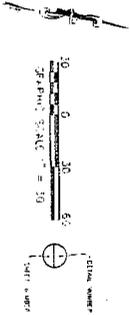


3 OF 11 0210006	PLAN VIEW STA. 0+00 TO 7+51 THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT	TROUT UNLIMITED DENVER WEST <small>This document was prepared for the exclusive use of the Client specified herein. The use of this document for any other purpose without the written consent of Trout Unlimited is prohibited. The Client shall be responsible for the accuracy and completeness of the information provided. Trout Unlimited shall not be held liable for any errors or omissions in this document. This document is the property of Trout Unlimited and shall remain confidential. All rights reserved.</small>	 FRONTIER ENVIRONMENTAL SERVICES, INC. 6474 Ward Road, Unit 1 Wheat Ridge, Colorado 80033 (303) 234-8350 Fax (303) 234-9371	<table border="1"> <tr> <td>NO.</td> <td>REV.</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REV.	DATE	BY												
	NO.	REV.	DATE	BY																
0210006	THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT	TROUT UNLIMITED DENVER WEST	FRONTIER ENVIRONMENTAL SERVICES, INC.	NO. 14 REV. 01 DATE 01/11/06 BY JLD																

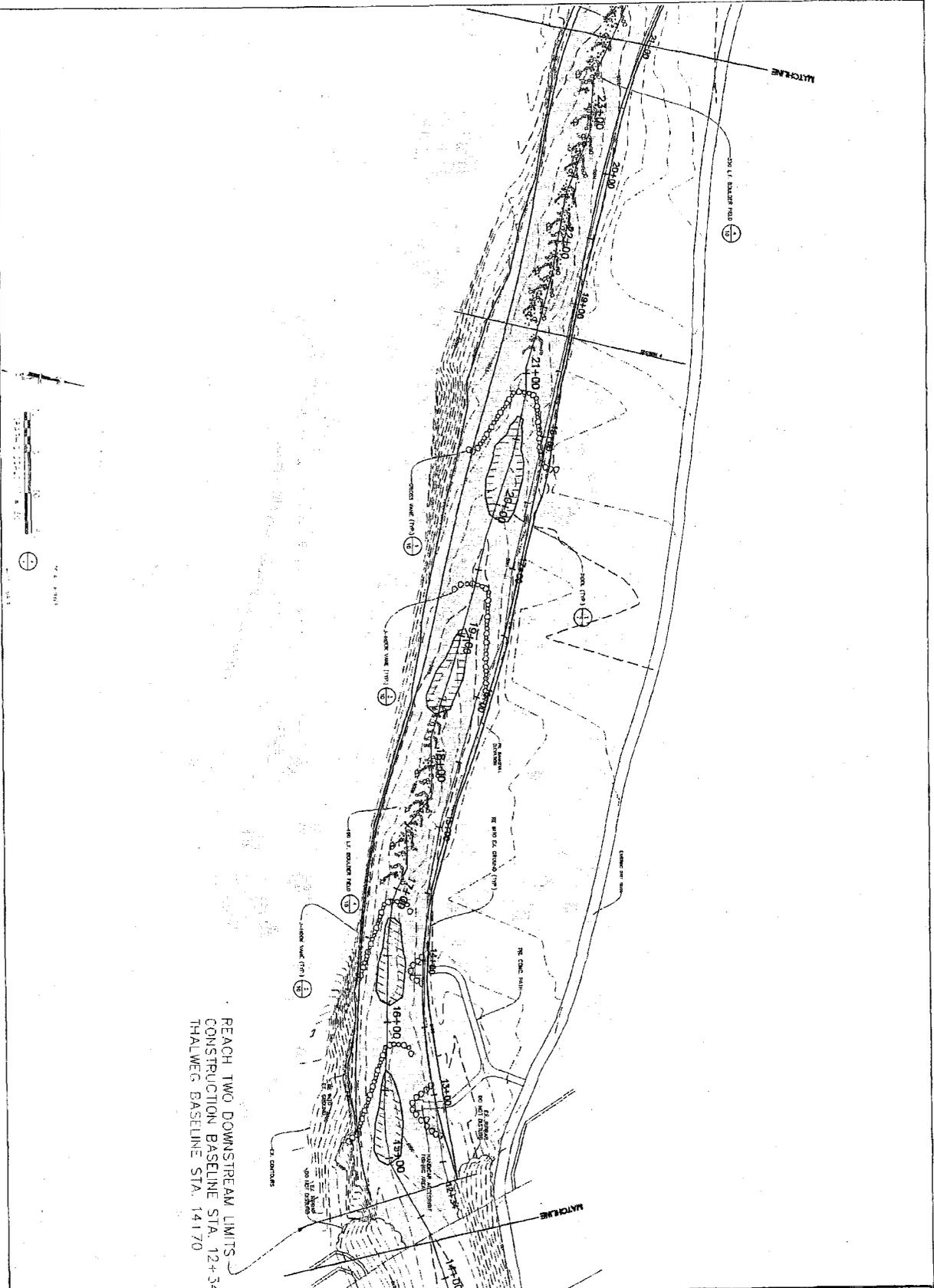


REACH TWO DOWNSTREAM LIMITS
 CONSTRUCTION BASELINE STA. 14+70
 THALWEG BASELINE STA. 14+70

REACH ONE UPSTREAM LIMITS
 CONSTRUCTION BASELINE STA. 12+34
 THALWEG BASELINE STA. 12+58

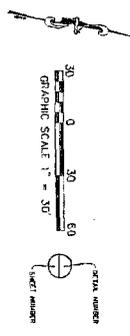


4 of 11 071016	PLAN VIEW STA. 7+51 TO 14+29 THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT	TROUT UNLIMITED DENVER WEST <small>This document was prepared for the restoration of the stream channel. The user is to be responsible for the information contained herein for their own use. The user is to be responsible for the information contained herein for their own use. The user is to be responsible for the information contained herein for their own use.</small>	FRONTIER ENVIRONMENTAL SERVICES, INC. 571 Ward Road, Suite 4 Wheat Ridge, Colorado 80033 (303) 434-0800 Fax: (303) 234-8374
	DATE: 10/15/06 DRAWN BY: JAC CHECKED BY: JAC SCALE: AS SHOWN	PROJECT NO.: 071016 SHEET NO.: 4 OF 11	REVISIONS:

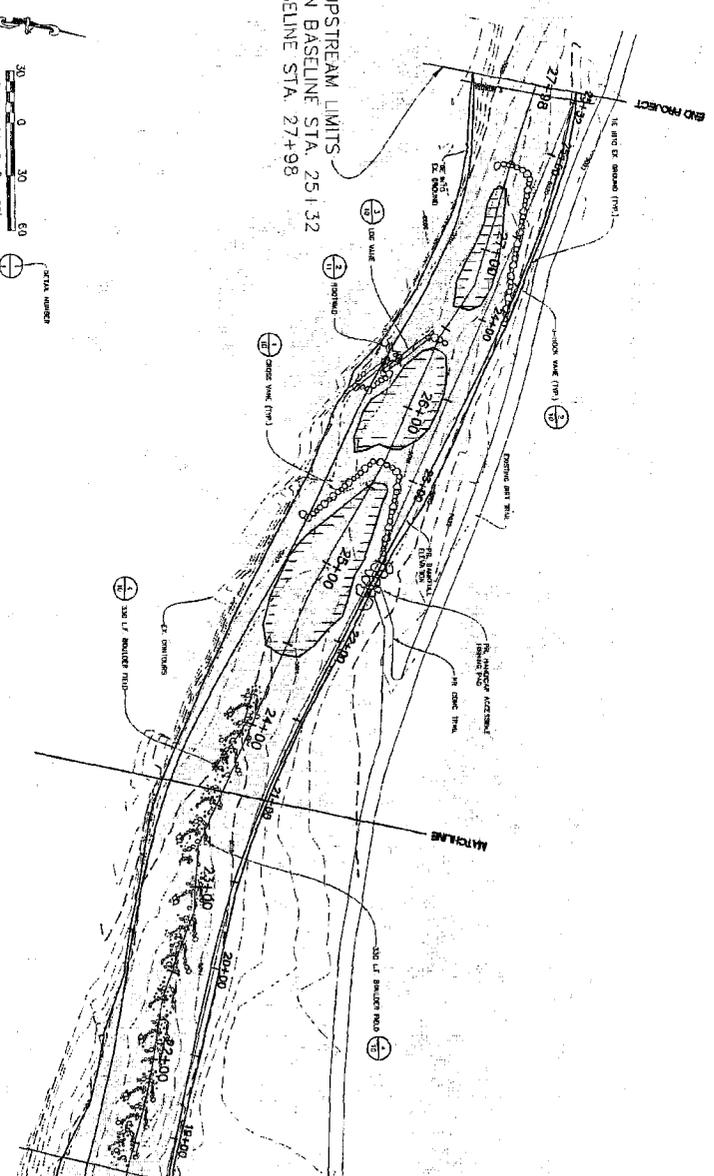


REACH TWO DOWNSTREAM LIMITS
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 THALWEG BASELINE STA. 14170

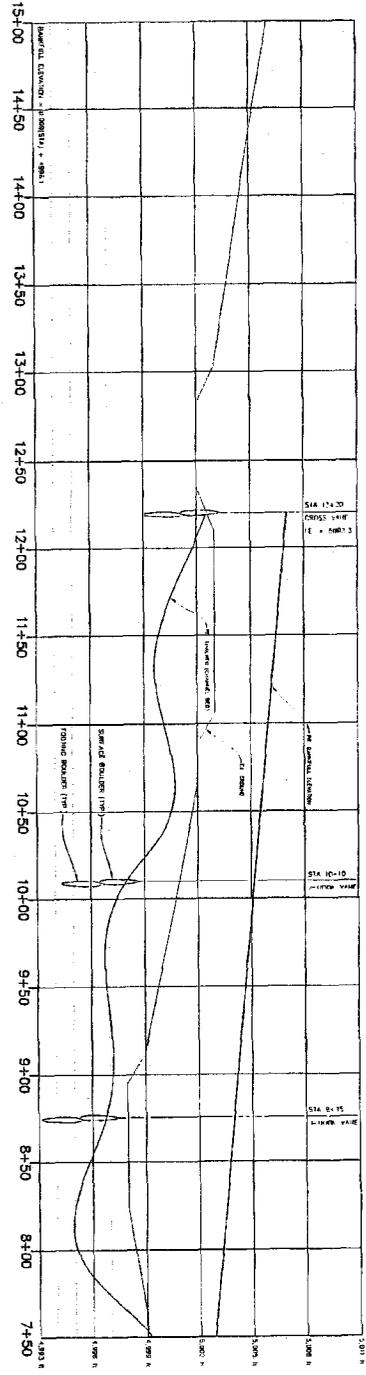
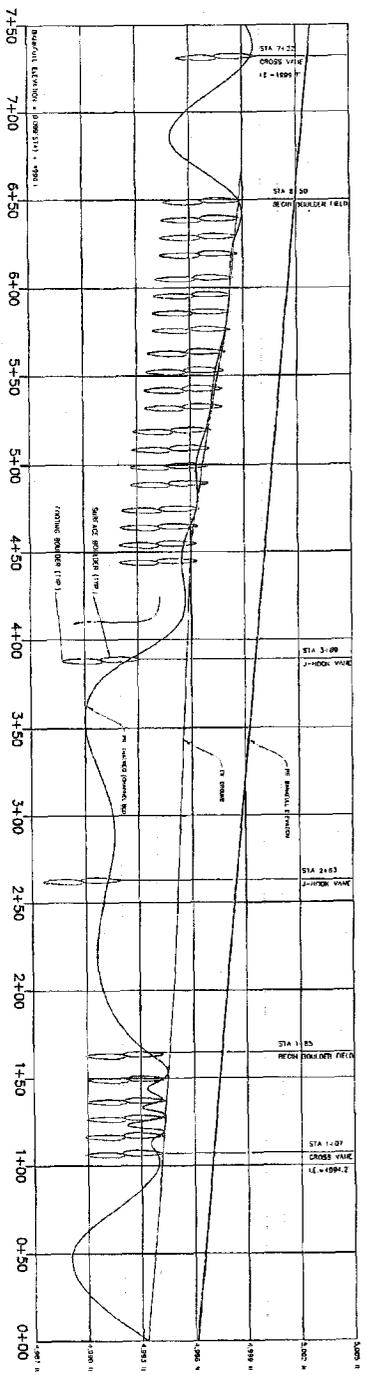
5 of 11 071008	PLAN VIEW STA. 14+29 TO 23+57	TROUT UNLIMITED - DENVER WEST	FRONTIER ENVIRONMENTAL SERVICES, INC 9714 Ward Road, Unit 1 Wheat Ridge, Colorado 80033 (303) 234-8220 Fax: (303) 234-9371	100 2431	2
	THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT			100 2431	2



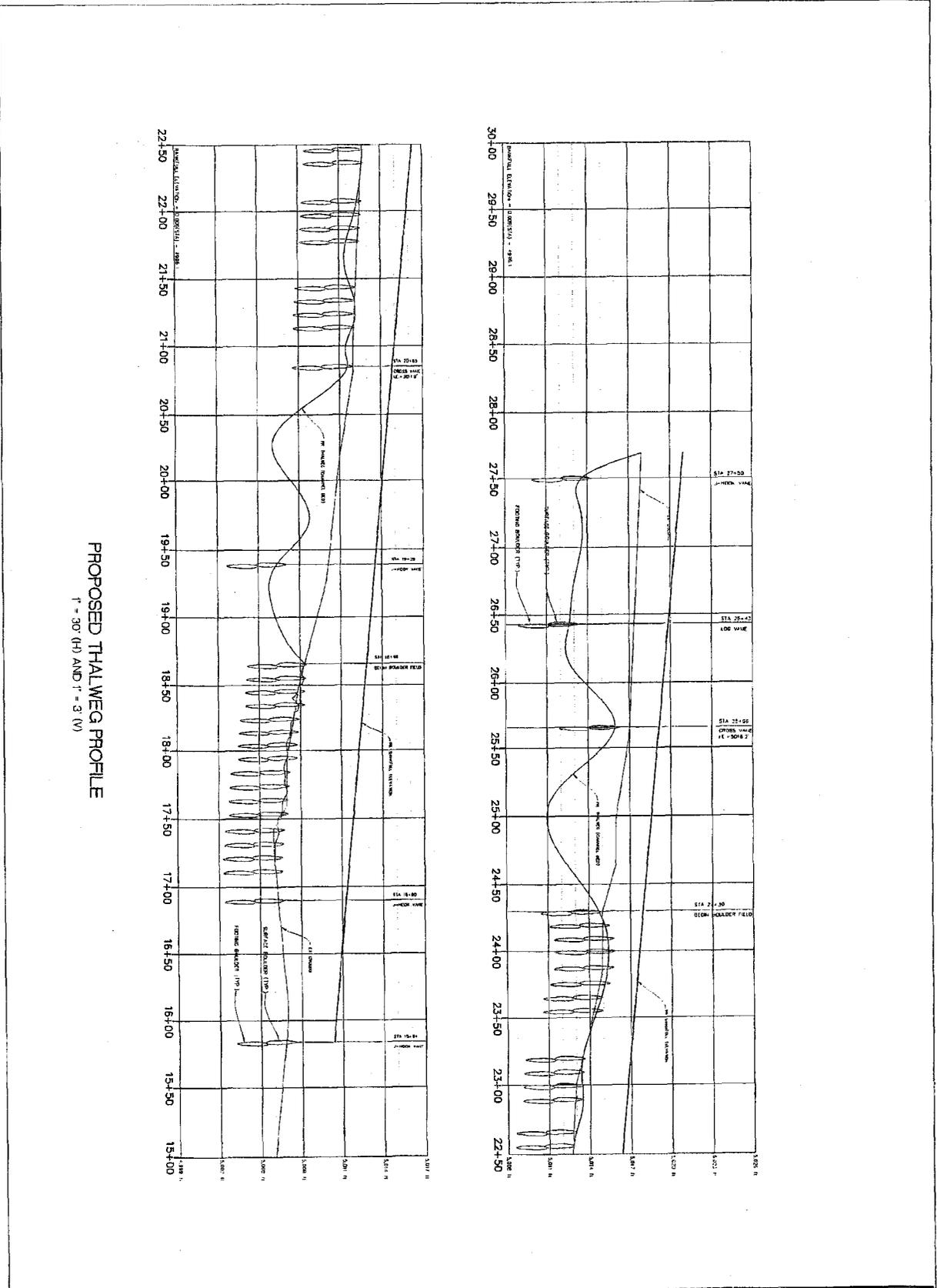
REACH TWO UPSTREAM LIMITS
 CONSTRUCTION BASELINE STA. 251.32
 THALWEG BASELINE STA. 27+98



6 OF 11	PLAN VIEW STA. 23+57 TO 27+97	IPDUT UNLIMITED DENVER WEST <small>This document was prepared for the exclusive use of the Client mentioned herein. The user of this document is to be held responsible for any and all errors or omissions. The user of this document is to be held responsible for any and all errors or omissions. The user of this document is to be held responsible for any and all errors or omissions.</small>		FRONTIER ENVIRONMENTAL SERVICES, INC. 914 Ward Road, Unit 1 Wheat Ridge, Colorado 80033 (303) 234-8225 Fax (303) 234-9371	NO.	DATE	BY	DATE
	THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT							

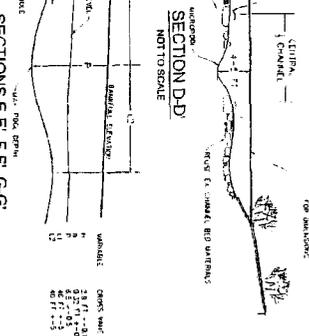
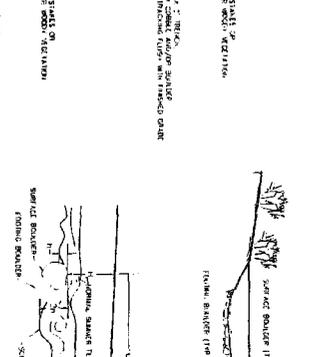
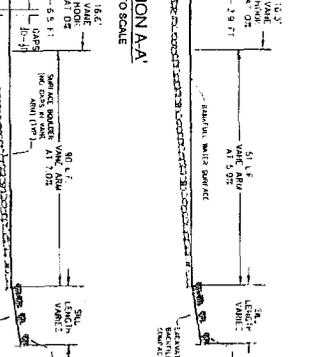
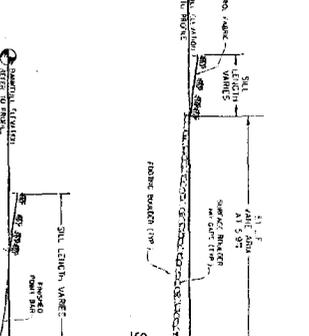
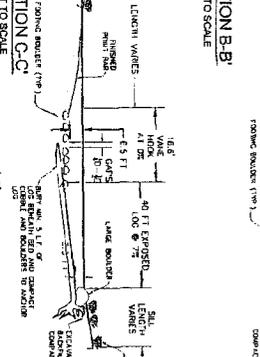
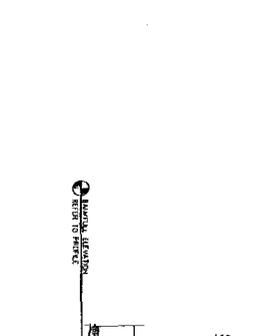
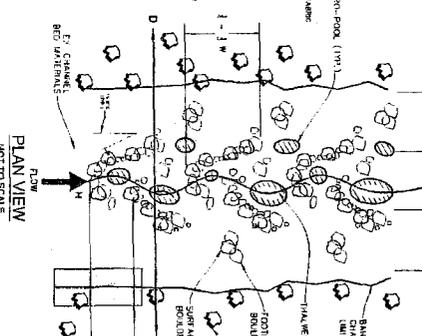
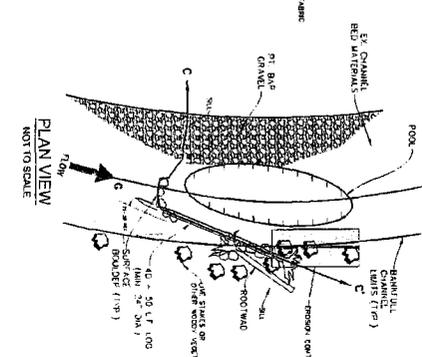
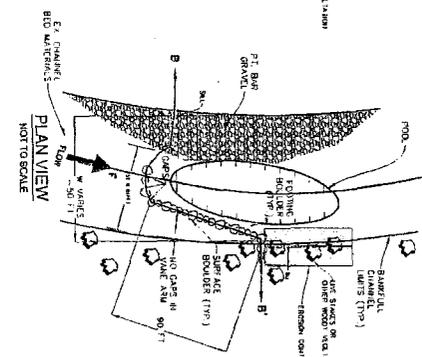
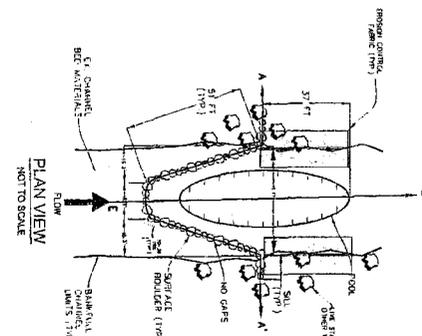
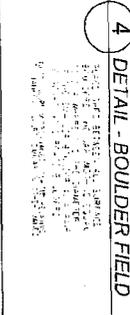
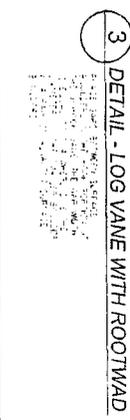


PROPOSED THALWEG PROFILE
 T = 30' (H) AND T = 3' (V)



PROPOSED THALWEG PROFILE
 T = 30' (H) AND T = 3' (V)

9 of 11 071008	PROFILE OF STREAM PAGE 2 THE GOLDEN MILE CLEAR CREEK STREAM AND FISHERIES RESTORATION PROJECT	TROUT UNLIMITED DENVER WEST <small>THIS DOCUMENT WAS PREPARED FOR THE RESTORATION AND RECONSTRUCTION OF THE CLEAR CREEK WATERSHED. THE WORK WAS COMPLETED IN THE WATERSHED RESTORATION AND RECONSTRUCTION PROJECT. THE PROJECT WAS FUNDED BY THE COLORADO STATE DEPARTMENT OF NATURAL RESOURCES. THE PROJECT WAS COMPLETED IN THE WATERSHED RESTORATION AND RECONSTRUCTION PROJECT. THE PROJECT WAS FUNDED BY THE COLORADO STATE DEPARTMENT OF NATURAL RESOURCES.</small>	FRONTIER ENVIRONMENTAL SERVICES, INC. 8774 Ward Road, Unit 1 Wheat Ridge, Colorado 80033 (303) 534-8398 Fax (303) 534-8371	NO DATE REVISED BY
	071008	071008	071008	071008

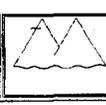


10	07	11
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PROJECT DETAILS	
THE GOLDEN MILE PROJECT	
STREAM RESTORATION	
AND FISHERIES ENHANCEMENT	

TROUT UNLIMITED DENVER WEST

This document was prepared for the project use of the Client and is not to be used for any other purpose without the written consent of Trout Unlimited. The information contained herein is the property of Trout Unlimited and is confidential. It is to be used only for the purposes stated herein and is not to be distributed, copied, or otherwise used for any other purpose without the written consent of Trout Unlimited. This document is the property of Trout Unlimited and is to be returned to Trout Unlimited upon completion of the project.



FRONTIER ENVIRONMENTAL SERVICES, INC.

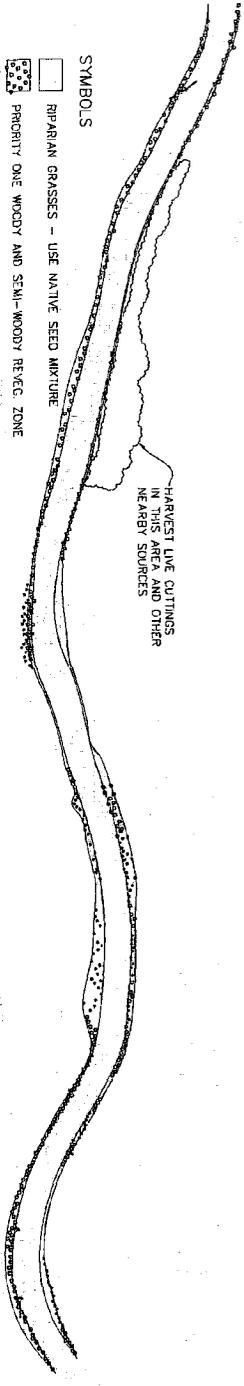
874 West Beach, Unit 1
Wheat Ridge, Colorado 80033
(303) 424-8288
Fax: (303) 244-9371

DATE	DESCRIPTION

- SYMBOLS**
- RIPARIAN GRASSES - USE NATIVE SEED MIXTURE
 - ▨ PRIORITY ONE WOODY AND SEMI-WOODY REVEC. ZONE
 - ▩ PRIORITY TWO WOODY AND SEMI-WOODY REVEC. ZONE

REVEGETATION PLAN

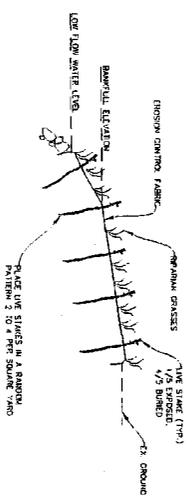
100 0 100 200
 GRAPHIC SCALE 1" = 100'



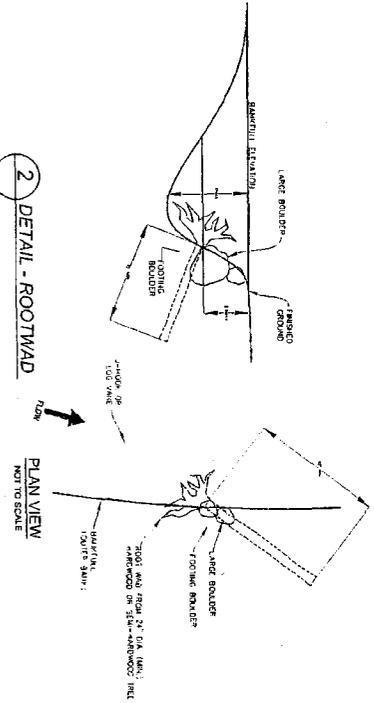
SEQUENCE OF CONSTRUCTION

1. Establish construction access roads and staging areas in Reach 1 and 2. Obtain permission from each property owner prior to construction of access road.
2. Begin construction of the downstream end of Reach 1 (Siu, Pa-DO) and work in the upstream direction. The intent is to remove stockpiled boulders and other materials to locations required for each structure such that the excavator constructing the channel will be able to reach many of the materials from the center of the channel. Construction can begin at the downstream end of Reach 2 and work upstream. It is important to work from the downstream end of the reach for ease of construction and setting the proper grade of the stream.
3. Shape the channel to appropriate finished dimensions prior to installation of in-stream structures, including the bed, banks, floodplains and fishing platforms.
4. Adjust the inverts of structures to the required elevations prior to attaching the vane arms.
5. Excavated channel materials are to be spread in thin lifts along the banks to form the proposed floodplains and/or point bars and compacted by equipment traffic.
6. Install erosion control fabric and any other required permanent erosion control measures such as seeding immediately after final shaping of the channel banks and floodplains.
7. Install live stakes concentrated in areas shown in the Revegetation Plan, during the vegetative control season (Apr.-Mar.).
8. Install permanent survey monuments and interpretive signage.
9. Demobilize equipment and restore access roads and staging areas.

1 DETAIL - LIVE STAKES
 N.T.S.



2 DETAIL - ROOTWAD



CONSTRUCTION SEQUENCE/REVEGETATION PLAN THE GOLDEN MILE PROJECT STREAM RESTORATION AND FISHERIES ENHANCEMENT		TROUT UNLIMITED DENVER WEST <small>The applicant has prepared the plan and specifications for the construction of the stream restoration project. The applicant warrants that the information provided in this plan and specifications is true and correct to the best of their knowledge and belief. The applicant warrants that the information provided in this plan and specifications is not intended to be used for any purpose other than the construction of the stream restoration project. The applicant warrants that the information provided in this plan and specifications is not intended to be used for any purpose other than the construction of the stream restoration project.</small>	FRONTIER ENVIRONMENTAL SERVICES, INC. 877 West Road, Unit 1 Wheat Ridge, Colorado 80033 (303) 424-8286 Fax (303) 424-8274	<table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION									
NO.	DATE	REVISION														
SHEET NO. 11 OF 11 DATE 07/10/06																

AGREEMENT

THIS AGREEMENT is made this 24th day of December, 2007 by and between the CITY OF GOLDEN, a Colorado home rule municipality ("Golden") and the WEST DENVER CHAPTER OF TROUT UNLIMITED, a Colorado non-profit corporation (WDTU).

RECITALS

- A. Golden is a Colorado home rule municipality whose municipal services include provision of parks and recreational facilities.
- B. WDTU is organized as a Colorado non-profit conservation organization whose mission is to conserve, protect and restore North America's trout and salmon fisheries and their watersheds.
- C. WDTU and the Colorado Division of Wildlife ("DOW") entered into an agreement dated March 5, 2007 ("Subgrant Agreement") whereby the DOW made funds available to WDTU for the purpose of improving fisheries and otherwise increasing recreational fishing opportunities in Colorado as part of the DOW's Fishing is Fun in Colorado Program. Pursuant to the Subgrant Agreement, WDTU will be making improvements to the habitat on 1800 linear feet of Clear Creek west of Golden's kayak course. WDTU calls this project "The Golden Mile".
- D. Golden has contributed \$50,000 toward the construction of The Golden Mile project.
- E. Golden and WDTU desire to cooperate in the maintenance of The Golden Mile, subject to Golden's ultimate control and decision making, for the mutual benefit of both parties.

AGREEMENT

1. **TERM.** The initial term of this Agreement shall be from March 1, 2007 through December 31, 2007. Thereafter, it is the current intent of the parties that the agreement be for nineteen (19) additional, separate, consecutive, one-year terms, subject to annual review and appropriation by Golden.
2. **THE GOLDEN MILE.** The Golden Mile includes placement of a number of in-stream structures beginning just upstream of the City's kayak course near Lion's park, and extending upstream of the Canyonside condominiums. The project includes a series of cross vanes, j-dams, and boulder fields to improve stream habitat. The exact configuration may be adjusted during construction, but is generally described by the drawings in Exhibit A.
3. **Capital Costs.** The capital costs anticipated are estimated to be a maximum of \$150,000, as reflected on the attached budget, incorporated herein as Exhibit B.

4. Construction. WDTU will contract and pay for the initial construction. Upon completion of construction of the in-stream improvements, WDTU will return the Clear Creek Corridor the substantially the same condition as existed prior to construction.
5. Recreational Use. Golden intends to administer the Clear Creek corridor in which The Golden Mile will be constructed for recreational uses, including as a recreational fishery.
 - a. At least some portion of the corridor has been deeded to Golden by Jefferson County with an Open Space designation. The Commissioner's Deed requires that the property be "...used exclusively for passive recreation development, management, and maintenance purposes..."

Golden and WDTU agree that the administration of this section as Open Space is consistent with its use for recreational fishing. (see Exhibit C)
 - b. Golden maintains the Grant Terry Trail which runs adjacent to Clear Creek for 0.7 miles west of the kayak course and provides public access to The Golden Mile.
 - c. WDTU and Golden agree that Clear Creek along the Golden Mile has an existing use by the boating community. Golden does not intend to extend the kayak course west from its existing location, but does not intend to restrict continued incidental use for kayaking along the Golden Mile. Accordingly, any in-stream improvements installed pursuant to this agreement shall not significantly impeded boating activities.
6. Maintenance. Golden will be responsible for routine maintenance of facilities developed under the Golden Mile project, for the term of this agreement. The project is designed such that routine maintenance will be relatively minimal. Facilities being developed are in the Creek and require little or no routine maintenance. Maintenance will generally be limited to trail maintenance, maintenance of the project sign, required by Part 2.C of the Sub-grant agreement, and trash clean-up. Routine maintenance shall not include repair or replacement of any damage to improvements caused either by flooding or high water, or damage to improvements beyond normal wear and tear. Golden and WDTU will meet annually to identify maintenance needs and develop a plan for implementation. WDTU will assist Golden by annually organizing a clean-up day on the Golden Mile portion of Clear Creek.
7. Grand Opening. WDTU may schedule and conduct a Grand Opening for The Golden Mile.
8. Annual Report. Golden will prepare and submit, to the DOW, an annual report as required by Paragraph 8.D of the Sublease Agreement.
9. Record Keeping. WDTU will provide Golden with a complete file of all records, documents, and other written materials which pertain to the construction of The Golden Mile and are required to be maintained by Paragraph 9.A of the Sub-grant Agreement.

Golden shall maintain a copy of these and other records as required by Paragraph 9.A of the Sub-grant Agreement.

- 10. Appropriations. Golden shall not be obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which the funds are appropriated. All fiscal obligations of Golden under this Agreement are from year to year only and do not constitute a multi-fiscal year direct or indirect debt of other financial obligation of Golden. All fiscal obligations of Golden beyond the current year are conditioned upon appropriation of funds for such payment.

Executed as of the date first set forth above.

CITY OF GOLDEN

WEST DENVER CHAPTER OF TROUT UNLIMITED

By: C. J. Baroch

By: Miles D. Williams

STATE OF COLORADO)) ss. COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 24th day of December, 2007, by Chuck Baroch, the Mayor for the City of Golden.

My commission expires 3/20/2011.

Witness my hand and official seal. Notary Andrea L. Banks



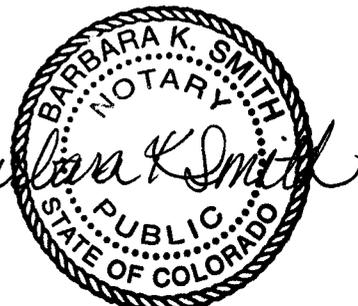
My Commission Expires 03/20/2011

STATE OF COLORADO)) ss. COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 2nd day of January, 2008, by Miles D. Williams the Director for the West Denver Chapter of Trout Unlimited.

My commission expires 4/19/2009.

Witness my hand and official seal. Notary Barbara K. Smith



My Commission Expires 04/19/2009