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SUB-GRANT AGREEMENT

NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER ACT SECTION 319
WATERSHED PROJECT IMPLEMENTATION FUNDS
FEDERAL ASSISTANCE PROGRAM 66.460
NONPOINT SOURCE IMPLEMENTATION GRANTS
FEDERAL ASSISTANCE AGREEMENT C9 996101-20

NMED SUB-GRANT: 667-22319SQ-1D AMENDMENT No. 1 – Hermit's Peak Watershed Alliance, Sapello, NM

This AMENDMENT to the SUB-GRANT AGREEMENT No. 667-393-2B ("Amendment") is entered into between the New Mexico Environment Department of the State of New Mexico, hereinafter referred to as "NMED" or the "Agency," and the Hermit's Peak Watershed Alliance, hereinafter referred to as the "Grantee" or the "Sub-Recipient," and is effective as of the date that it is executed by NMED ("Effective Date").

The purpose of this Amendment is to:

1) Amend Section II, **Incorporated Documents**, to address impacts of the Hermits Peak Calf Canyon Fire that have severely limited the capability and practicality of implementing the original work plan while continuing to address impairments to this watershed; and

2) Amend Section IV, **Grant Amount**, to increase the grant amount by $212,224.17 to $505,073.87.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

A. Section II, Incorporated Documents, is amended to read as follows:

Attached and incorporated herein as part of this Agreement are the following documents: **Attachment A: Amended Project Work Plan.**

B. Upon approval of this AMENDMENT, the original project work plan cited in Section II is no longer incorporated herein as part of this Agreement.

C. Section IV, Grant Amount, is amended to read as follows:

NMED has received an award of federal funds from the U.S. Environmental Protection Agency ("EPA") under Section 319 of the Clean Water Act ("Section 319") to support watershed project implementation in New Mexico. Subject to the terms and conditions set forth in this Agreement, NMED, as the pass-through entity, agrees to reimburse the Grantee for approved costs to complete the Project

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in a principal amount not to exceed five hundred five thousand, seventy-three dollars and eighty-seven cents ($505,073.87). This amount represents no more than 60% of the total Project cost as itemized in the Project Budget found in Attachment A. The remaining 40% or more of the Project cost shall be provided by the Grantee as itemized the Project Budget as the matching amount required pursuant to 33 U.S.C. Section 1329(h).

By executing this Agreement and accepting grant funds, the Grantee is a sub-recipient of the Clean Water Act Section 319 grant and is subject to 2 C.F.R. part 200 and Clean Water Act Section 319 grant requirements enumerated in Section VII of this Agreement.

D. Section VI, Financial Requirements, Article A is amended to read as follows:

For satisfactory performance of all tasks required under the terms of this Agreement, the Agency shall disburse grant funds to the Grantee upon receipt of disbursement requests for approved, actual costs incurred a total amount not to exceed $505,073.87. The Agency shall disburse to the Grantee upon receipt of a grant disbursement request with a detailed statement of accounting of funds expended for activities undertaken to complete the Project. Grant disbursement requests shall include a report of matching non-federal funds and in-kind labor pursuant to Section 319. Grant disbursement requests shall be certified by the Grantee authenticating that the requests accurately reflect tasks completed, amount due, remaining Agreement balance, and NMED Agreement Number. All expenses shall be actual rather than estimated and shall be listed on the grant disbursement request as charged. All grant disbursement requests shall be accompanied by a Disbursement Summary form provided to the Grantee by the Agency. The Grantee may submit grant disbursement requests at its discretion during the term of this Agreement, but not more than once in any 30-day period.

All other Articles and Deliverables of the original Agreement remain the same.

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The parties have executed this Agreement on the dates set forth by their respective names.

Grant Issued and Administered by:

DocuSigned by:
Stephanie Stringer
7998CFBFF45E46F...

James C. Kenney, Cabinet Secretary
New Mexico Environment Department

6/24/2022
Date

DocuSigned by:
Lea Knutson
C998533E4AF64D0...

Lea Knutson, Executive Director
Hermit's Peak Watershed Alliance

6/27/2022
Date

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Attachment A: Amended Project Work Plan

A. Project Title

Watershed Project Implementation for Upper Gallinas River and Porvenir Creek - Phase IV

B. Applicant Information

Organization:	**Hermit's Peak Watershed Alliance (HPWA)**		
Address:	**289 County Road A2** **Sapello, NM 87745**		
Contact Person:	**Lea Knutson**	Title:	**Executive Director**
Phone:	**505/617-1360**	Email:	**lknutson@hermitspeakwatersheds.org**
FED. Tax ID #	83-0514816	Date of Incorporation:	06/09/2008 *(non-profits only)*

C. Project Manager

The project manager is responsible for oversight of the approved project including: administering contracts; ensuring technical viability of the project; ensuring funds expended are within the budget and in accordance with applicable law; and ensuring that quarterly fiscal and technical progress reports, and a final report, are submitted to NMED.

Name:	Lea Knutson		
Organization:	Hermit's Peak Watershed Alliance		
Phone:	**505/617-1360**	Email:	lknutson@hermitspeakwatersheds.org

D. Start and End Dates

Planned project start date:	10/01/2021	Planned project end date:	12/31/24

E. Plan Citation

Plan citation information:	The Updated Watershed Based Plan for the Upper Gallinas River is the original Watershed Based Plan that was approved in 2012. An addendum to that plan was developed in 2018 to add National Forest Lands. Both documents are available at https://www.env.nm.gov/surface-water-quality/wbp/.

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F. Planning Feedback

In June 2022 the United States Forest Service is completing a Burned Area Emergency Response (BAER) plan for the Hermits Peak and Calf Canyon Fire that may be available at https://inciweb.nwcg.gov/incident/8049/.

In June 2022 New Mexico State Forestry (a division of the state Energy, Minerals, and Natural Resources Department) is developing a contract for post-fire planning in the Hermits Peak and Calf Canyon Fire area that will supplement the Forest Service BAER process and address planning needs in areas not addressed by the BAER process. The scope of work for this project will include identification of water quality impacts and mitigation recommendations. NMED reviewed this scope of work and recommended inclusion of elements for WBP alternatives listed in EPA's *Nonpoint Source Program and Grants Guidelines for States and Territories*. The contract may be approved in mid-June, and the planning effort may be completed a month after the contract is approved.

HPWA (and NMED) will participate in the planning effort led by State Forestry. HPWA has postponed a planned revision to the WBP until such time as the impacts of the fire are better understood.

To assist State Forestry's contractor with planning for the Gallinas watershed portion of their larger planning area, and to develop information to be used in Management Measure implementation described below, HPWA will conduct site visits with interested Upper Gallinas Watershed landowners and managers (e.g., USFS) to 1) collect updated contact information and determine the best ways to communicate with landowners and managers (email, social media, snail mail, website, in-person); 2) determine the types and extent of fire damage that has occurred on specific properties; 3) determine specific locations of post-fire flood damage risk; 4) determine how and where we can assist with post-fire restoration; and 5) determine the specific types and locations of post-fire restoration assistance that is needed and that HPWA assist with through this grant. At the time of the site visit, landowners and managers will be given general information about what to anticipate post-fire and where to go for technical and financial assistance. If parts of the Post-Fire Landowner Guide are available at the time of the site visit, they will be provided. Landowner and manager contact information will be used to update NEON, our contact management system, and to develop a detailed list of landowners and their needs. We will log site visit responses in a survey spreadsheet, like Survey 123, that can help organize data and enable sharing it with others. We will then prioritize locations needing help based on specific impacts to water quality and quantity and those landowners that are interested in our assistance. High priority properties will be chosen for on-the-ground assistance – see Management Measures (MMs) #2-4. Existing landscape level burn and flooding assessments conducted by the USFS BAER team, USGS, and USACE will be used to help target specific landowners for site visits. HPWA will use a Watershed Source Protection grant from USFS (previously obtained) to build our capacity to work with USFS and to help plan and do some post-fire restoration on suitable National Forest areas.

G. Project Area

Assessment Unit name and ID:	Gallinas River (Las Vegas Diversion to USFS Boundary) NM-2212-00
12-digit Watersheds:	130600010805 (Arroyo Hermanos – Gallinas Creek)

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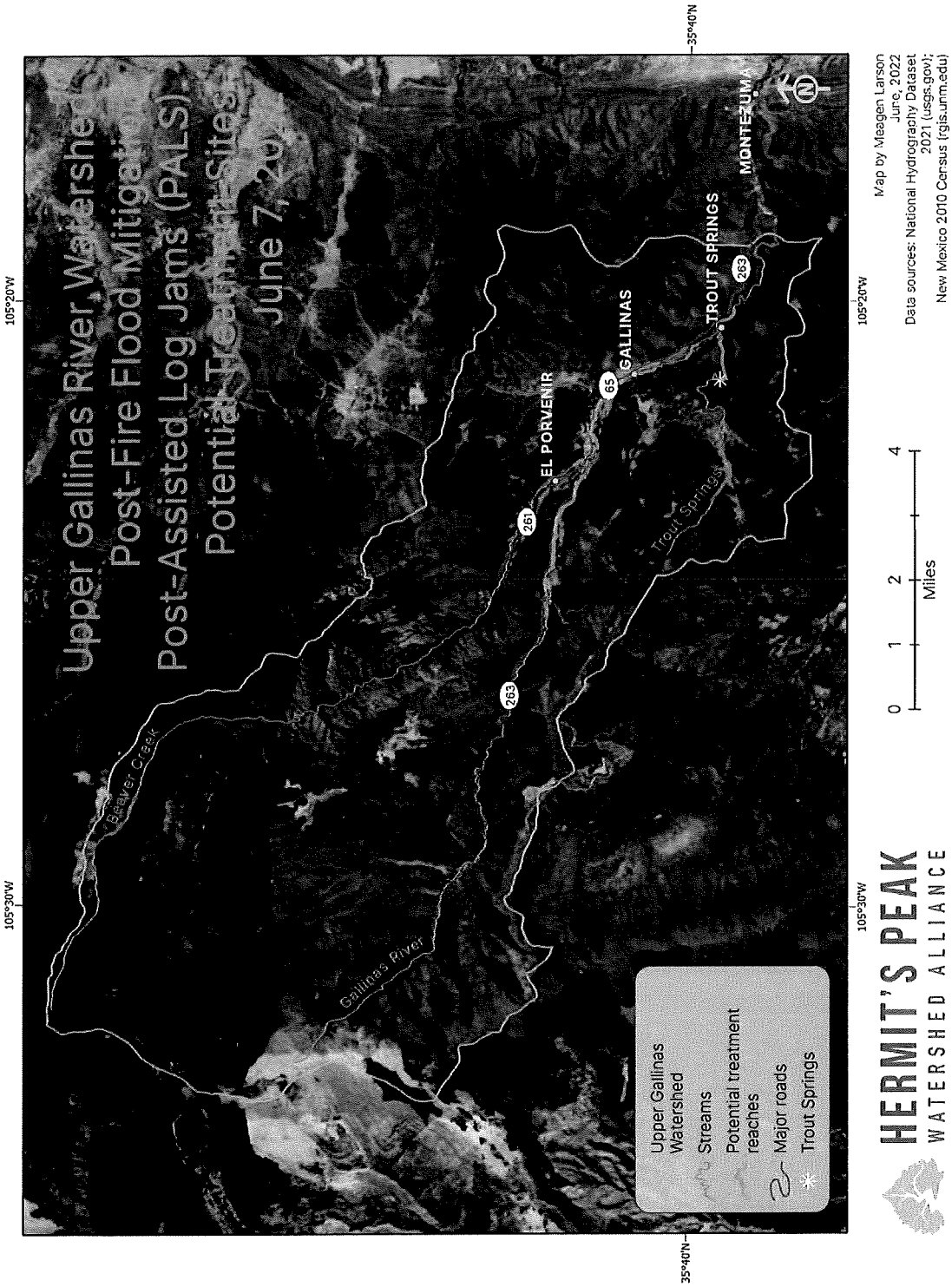
Project area (stream miles):	5 miles
Project area map:	See Map, below.



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H. Problem Description

Assessment Unit ID	Assessment Unit Name	Impairment Parameters
NM-2212_00	Gallinas River (Las Vegas Diversion to USFS Boundary)	Temperature, potential future sediment impairment

Assessment Unit or Wetland Narrative

This Assessment Unit (AU) from the Las Vegas drinking water diversion to the United States Forest Service (USFS) boundary is listed as impaired for temperature. Probable sources include a lack of riparian vegetation due to impacts from the highway/road/bridge as well as grazing management practices, and residential developments. Stream channel entrenchment and streambank modification/destabilization are also probable sources of temperature impairment. A need to improve grazing practices in the riparian corridor has been identified as an opportunity to improve canopy cover. Streamflow is highly correlated to temperature in the Gallinas River. Another probable source for stream temperature impairment relates to drought conditions and existing diversions of stream flow. There is a need to understand current stream flow patterns in the watershed and where stream flow modifications are potentially increasing stream temperatures. The riparian area along some stretches of the Gallinas River have been sparsely vegetated providing limited stream shade. Many riparian areas lacked tall woody vegetation, had limited plant diversity, and were not sufficiently wide to fully support riparian vegetation.

The 2022 Hermits Peak and Calf Canyon Fire burned through the watershed of this AU in April and May, 2022. Initial riparian area assessment indicates that riparian vegetation burned in some areas that previously had good canopy cover, so heat loading can be expected to increase as a result of the fire. The expected increase in sediment loading and other potential habitat degradation following the fire is now of greater concern. The Forest Service BAER team mapped the Soil Burn Severity in this area and estimated that 30% of the watershed of this AU burned with moderate severity, and 20% of the watershed burned with high severity. The burn severity map is available at https://inciweb.nwcg.gov/incident/maps/8049/.

The burn severity map is a primary input used by the United States Geological Survey in debris flow modeling conducted for the watershed. Methods and data are available at https://www.usgs.gov/programs/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards. The model estimates the probability of debris flow occurrence and the volume of debris (a slurry of water, rock fragments, soil, and mud) that could be produced for each of several dozen tributary watersheds, following 6 mm of rain falling in 15 minutes. For example, the watershed of the tributary Canovas Canyon that enters near the top of the AU has a 60-80% probability of producing a debris flow following such a rain event, and the estimated volume of the debris flow is 9,149 cubic meters. This is one of the larger tributary watersheds with a relatively high probability of producing debris flows, but the cumulative sediment loading from many dozens of tributary watersheds can be expected to be very large. If all modeled sub-watersheds draining directly to this AU were to produce one debris flow each, the total estimated volume would be 64,361 cubic meters.

The City of Las Vegas relies on the Gallinas River for about 90% of its municipal water supply, serving around 16,000 people. The City does not currently have the ability to treat turbid water and normally only diverts water from the river during relatively low flows when the water is reliably clear. The impacts of the fire are expected to make it much more challenging for the City to provide water. The City is supportive of any projects such as this one that will reduce sediment and debris

reaching their diversion.

After a period with relatively little precipitation in the spring and early summer, precipitation usually increases in New Mexico in early or mid-July for a period of several weeks referred to as the monsoon season. The monsoon season is characterized by isolated, short-term thundershowers that may be of high intensity, usually in the afternoon. Later summer and fall precipitation events often cover larger areas and may be of longer duration, and sometimes cause extensive flooding, particularly when associated with hurricane remnants. The long term forecast for the 2022 monsoon season as of May 19, 2022 in northeastern New Mexico is for a slightly weaker than normal monsoon season (https://www.cpc.ncep.noaa.gov). Some implementation may be completed prior to the onset of monsoons, but much of this project will be implemented in the monsoon season through fall 2022. Access challenges (e.g., road washouts) and periods when personnel cannot safely work in the river are expected.

I. Goals

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameter	Load Reduction Goal
NM-2212_00	Gallinas River (Las Vegas Diversion to USFS Boundary)	Temperature, potential future sediment impairment	Prevent 23,000 tons of sediment loading per year for three years.

Goal Narrative

As described above, the temperature impairment is taking a back seat to efforts to prevent or reduce additional impairment caused by the Hermits Peak and Calf Canyon Fire. Management measures described below are likely to promote more robust establishment of riparian vegetation in the long term, to increase canopy cover and reduce heat loading.

Management measures described below focus on reestablishing floodplain connectivity to promote deposition of post-fire sediment and debris, and on stabilizing ephemeral tributary drainages to prevent downcutting. A volumetric estimate of floodplain deposition was developed based on 50 hectares of added floodplain area, 0.1 m depth of deposition, and bulk density of 1,200 kg/cubic meter. The result is 66,000 tons of sediment deposited expected over three years. A volumetric estimate of incision prevented in ephemeral tributary drainages was developed based on an average width of 2.0 meters, an average depth of 1.0 meter, and that ten drainages averaging 100 meters in length will be stabilized to prevent downcutting. The result is about 3,000 tons of sediment prevented from reaching the Gallinas River over three years.

In addition, as noted below, an earlier initiative to develop a beaver monitoring application will be continued, with the result that beaver occurrence and habitat will be assessed and noted for future planning and restoration projects.

J. Management Measures

Management Measure #1: Post Assisted Log Structures

Management Measure #1 Description:
To reduce flood damage as quickly as possible, with a cost-effective technique that can affect a considerable area, Post-Assisted Log Structures (PALS) will be built approximately every 50-100' of the river in areas that have good floodplain access and with little to no infrastructure. PALS are described further in a diagram below and in the Process-Based Restoration Manual available at http://lowtechpbr.restoration.usu.edu/manual/chap04/.

Eight suitable properties with about four river miles have been identified and landowners of those properties will be approached to obtain permission (in the form of a Landowner Agreement) to build these structures in the river on their land and permission to "use" their floodplain area to receive floodwater and debris, in the likely event of post-fire flooding. A few landowners are very receptive to this work already, so that implementation can begin on their properties in July 2022, while additional outreach is conducted to obtain permission to implement in additional areas.

Watershed Artisans, Inc. will perform most construction and construction management during the summer and fall of 2022 with the goal of mitigating the early anticipated floods during the 2022 monsoon season. Additional landowners with appropriate project sites may sign up for work in 2023. Watershed Artisans will supply all labor and equipment for construction.

The City of Las Vegas and NM State Forestry have both agreed to provide suitable logs, delivered to staging areas for each site where PALS will be installed. It is anticipated that 2,500 logs approximately 20 feet long and 10-14 inches in diameter will be needed to build structures along four miles of streams. These logs and their delivery will be provided to the project as match from the City and State.

HPWA will obtain Landowner Agreements and coordinate with the City of Las Vegas and NM State Forestry for the acquisition and delivery of the logs.

The rationale for building these types of structures is that we believe that they will help mitigate post-fire floods, improving both water quality and quantity conditions in both the short and long-term. Following provides rationale for this approach:

- Installation of numerous, regularly spaced PALS provide a rapid, practical, and cost-effective response to reduce damages from the most significant first year flood events and will remain intact for many years.
- Numerous PALS will substantially increase channel roughness to dissipate flood energy and encourage floodwaters to overtop stream banks, thereby distributing both floodwater and fire related debris (ash, sediment, large and small woody material) at numerous locations along the floodplain.
- These structures will lessen the impact on any one property and reduce the amount of flood water and debris that will reach the City of Las Vegas water distribution and treatment facilities.
- Floodwater will be stored in significant floodplain areas to recharge stream flows over a longer period of time rather than a rapid, short-lived flood peak flow event.
- Ash, sediment, and debris will be sequestered incrementally on floodplain surfaces, reducing their amounts that stay mobilized in the stream, consequently improving water quality.
- PALS will anchor stream beds and banks to reduce stream channel erosion from flood events.
- PALS will help to restore appropriate stream channel geomorphology (width:depth, sinuosity,

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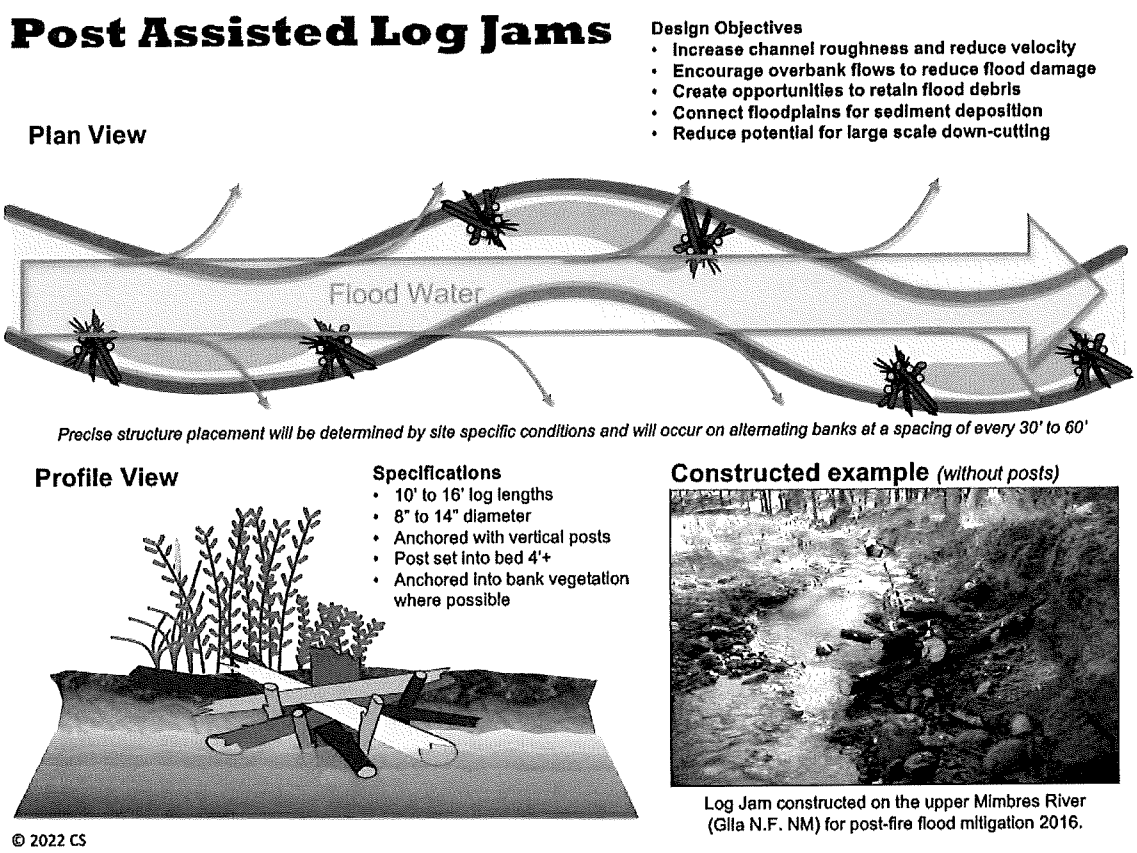
floodplain connectedness, and instream diversity) along a significant stretch of the Gallinas River and parts of Porvenir Creek.

- PALS will provide instream structures that should last a long time and provide the above-described water quality and quantity improvement services for many years.



Management Measure #2: Post-Fire Flood Damage Mitigation

Management Measure #2 Description:

This MM will be implemented by HPWA staff and volunteers using hand-built structures. Based on findings from our site visits, we will select high priority locations that are most vulnerable to post-fire flooding and help them with mitigation work. Our help will first entail providing information on mitigation measures to all landowners so those with the means to do work on their own can proceed (see MM #5). Then if priority landowners need assistance, we will help by holding volunteer workdays to put various flood damage mitigation treatments in place. Hand construction of flood damage mitigation structures will only be built in small drainages and will include installation of one-rock dams, dirt filled gunny sacks, and log or other structures to connect small drainage channels to floodplains and alluvial fans at safe locations. Various other structures like logs, branches and dirt filled gunny sacks will be used to slow overland flow before it reaches drainages. We will do as many workdays as possible. If landowners cannot be helped with our available resources or if other sources are more appropriate, we will refer them to organizations like Tierra y Montes Soil and Water Conservation District, NRCS (e.g., for the Emergency Watershed Protection program), or NM State Forestry.

Management Measure #3: Post-Fire Revegetation

Management Measure #3 Description: Conduct post-fire revegetation in areas with high to moderate burn intensity, and areas that can help mitigate adjacent high burn areas, in areas with willing landowners. Early revegetation will focus on reestablishing herbaceous plants to cover the soil, prevent erosion, prevent invasive species infestations, and begin to rebuild vibrant plant communities. Herbaceous plant mixes will include a fast-germinating cover crop (e.g., oats, rye, clover) to produce a living mulch mixed with an appropriate native grass mix. This on-the-ground work will occur as early as possible in 2022 and 2023. Later, if resources still exist, woody species will be planted, prioritizing riparian areas and steep slopes. Woody vegetation will only be planted if adequate moisture is expected to increase the likelihood of survival. HPWA will also offer revegetation assistance to the USFS.
Management Measure #4: Post-Fire Erosion Control
Conduct post-fire erosion control work in areas with high or moderate burn intensity, areas with steep slopes that are most vulnerable to erosion, and in areas with willing landowners. Erosion control measures will be implemented to complement revegetation and will include planting seed in or near all structures built. Erosion control may include lop and scatter using woody material on-site, cross felling burned or dead trees (providing the landowner can cut trees or certified sawyers are available), or rock structures like one-rock-dams, media lunas, or rock rundowns. This on-the-ground work will occur in 2022 and 2023. HPWA will also offer erosion control assistance to the USFS.
Management Measure #5: Education Resources - Landowner Guide to Post-Fire Restoration
Management Measure #5 Description: Using existing information where available, develop a Landowner Guide to Post-Fire Restoration that is relevant to the Gallinas Watershed and other areas of NM like HPWA's service area (Gallinas, Sapello, lower Mora, Tecolote Watersheds). This guide will provide landowners and land managers practical and watershed friendly means of restoring land and watershed health after fire. This guide will minimally consist of 5 parts: 1) An introduction to the series with an invitation to participate, what to expect on your land post-fire, and additional resources for assistance. 2) Post-fire flooding and how to reduce consequent flood damage. 3) Upland and drainage area erosion, how to reduce it and repair it once it occurs. 4) How to restore plant cover. 5) How to manage dead and damaged trees and how to use dead trees to help with other restoration work. These landowner guides will be made available as a package or individually. They will be posted on our website, provided as hardcopies at landowner meetings and events, and distributed in emails. They will be offered to agencies involved in post-fire restoration for them to distribute as appropriate (e.g., Tierra y Montes SWCD, NM State Forestry, US Forest Service).
Management Measure #6: Beaver Survey
Management Measure #6 Description: To assist beaver protection, management, and restoration, HPWA will use the iBeaver app developed by Defenders of Wildlife. HPWA staff and interns from NM Highlands University Natural Resources Department will use the app to survey the Gallinas River and its tributaries documenting evidence of beaver activity. HPWA will survey as much of the watershed as possible in the Summer of 2022 to capture the state of the beaver population immediately after the Calf Canyon and Hermit's Peak fire, and pre-monsoon rains. We will later survey areas that experience post-fire flooding to document the impact of post-fire floods on beaver. Collecting good pre-flood data will help document the status of beavers in the Gallinas and provide a baseline target to inform wildlife restoration projects aimed at restoring beaver after post-fire floods.

K. Key Persons

Key Person 1:	**Lea Knutson**	**Hermit's Peak Watershed Alliance**	**Project Manager**
Key Person 1 Qualification Summary:	Lea Knutson, HPWA Executive Director, will serve as the Project Manager. She has served as the Project Manager for nine past and present CWA 319 grants including four Watershed Based Planning projects and six On-The-Ground Improvement Projects and four River Stewardship Program projects. With 12 years of experience in natural resource related nonprofits, and a lifelong commitment to the health of natural systems, she founded HPWA (formerly known as Citizen's Watershed Monitoring Team) in 2008. Also, with a 20- year background in bookkeeping and business management, she will be responsible for day-to-day accounting for this project and work closely with the Financial Coordinator to ensure accurate record keeping.		
Contractor?	This person is an employee of HPWA.		
Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.		

Key Person 2:	**Conrad Greaves**	**Hermit's Peak Watershed Alliance**	**Project Coordinator**
Key Person 2 Qualification Summary:	Conrad Greaves will oversee all monitoring work, and coordinate on-the-ground project implementation. Conrad is a New Mexico native with a background in conservation biology and herpetology. He coordinates HPWAs monitoring and restoration efforts. He enjoys working for nonprofits focused on environment restoration, conservation, and education. He received his master's degree at New Mexico Highlands University in spring 2022, with his thesis on the effects of climate change on garter snakes at the Rio Mora National Wildlife Refuge. He also received his Bachelor of Science in Biology from University of New Mexico, Albuquerque, NM in May 2016. Conrad's background as a biologist and educator makes him a great person to answer questions about HPWAs monitoring and restoration activities.		
Contractor?	This person is an employee of HPWA.		
Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.		
Key Person 3:	**Patrick Gutierrez**	**Hermit's Peak Watershed Alliance**	**Technical Assistant**

Key Person 3 Qualification Summary:	Patrick Gutierrez will assist with field data collection, record keeping, data entry, and analysis, including all GIS procedures. Patrick is a native New Mexican, with a background in conservation management, ecological research, and habitat restoration. He received his Bachelor of Science in conservation management and a minor in GIS from NM Highlands University in 2021. His personal affinity with rangelands has influenced his deep commitment to a career in natural resource management. Growing up on a cattle ranch in Trujillo, NM, he has experienced first-hand land management challenges that are impacting the southwest, including the legacy of overgrazing, extended drought, and loss of grassland productivity from erosion problems and juniper encroachment.
Contractor?	This person is an employee of HPWA.
Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.

Key Person 4:	**Jacob Erickson**	**Hermit's Peak Watershed Alliance**	**Public Relations Coordinator**
Key Person 4 Qualification Summary:	Jacob Erickson serves as HPWA's PR Coordinator. He will manage email, website, social media, radio, and newspaper exposure. Jacob specializes in video production so will also be responsible for producing educational videos. Jacob graduated from NM Highlands University with a Master of Media Arts and Computer Science with an emphasis in Cultural Technology.		
Contractor?	This person is an employee of HPWA.		
Matching effort?	Part of this person's time will be paid by the grant with part being contributed as match.		
Key Person 5:	**Meagen Larson**	**Hermit's Peak Watershed Alliance**	**Education Specialist**
	Since 2018, Meagen has been assisting landowners and managers in NE NM to develop creative solutions to land health questions. These collaborative efforts have focused on the restoration and enhancement of riparian, aquatic, and semi-arid grassland ecosystems through community and landowner engagement and volunteer-based restoration. She has a bachelor's degree in Fine Arts and is very near completion of her master's degree in Environmental Science and Management with a GIS Certificate from NM Highland University. Meagen uses her knowledge and skills to help produce educational materials for HPWA.		
Contractor?	This person is an employee of HPWA.		

Matching effort?	Part of this person's time will be paid by the grant with part being contributed as match.		
Key Person 6:	**Craig Sponholtz**	**Watershed Artisans, Inc.**	**Construction Contractor**
	Craig Sponholtz, Watershed Artisans, Inc., has worked out of Santa Fe, NM since 2003 as a consultant, instructor, project manager and watershed restoration practitioner including heavy equipment operator. Mr. Sponholtz will be responsible for river restoration designs and construction. He has extensive experience in assessment, design, implementation and project planning for watershed, river, and wetland restoration. He has developed a curriculum and teaches courses internationally in passive water harvesting, erosion control and stream restoration methods. Mr. Sponholtz has particular expertise in doing projects in larger, perennial rivers like the Gallinas River. He has considerable experience in working in the Upper Gallinas Watershed.		
Contractor?	This person is a contractor for HPWA.		
Matching effort?	This contract will be paid by the grant with some expected match contributions.		
Key Person 7:	**Deanna Einspahr**	**Private Consultant**	**Financial Coordinator**
Key Person 7 Qualification Summary:	Deanna Einspahr will provide accounting and federal grant administration oversight and implementation. She has provided accounting services for National Audubon Society, Local Energy, and Quivira Coalition. She has provided accounting services to HPWA since 2012 for numerous 319 projects. With many years of accounting for these and other nonprofits and with experience administering federal grants, she will ensure accurate financial record keeping, reporting and use of funds under this grant.		
Contractor?	Ms. Einspahr is a long-time contractor with HPWA.		
Matching effort?	This person's time will be paid by the grant.		

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L. Complementary Programs and Match

Numerous entities are actively working to help prevent post-fire flooding damage, restore a safe and productive landscape, and healthy watershed conditions in the upper Gallinas Watershed. The entities that we are working with directly include the Tierra y Montes Soil and Water Conservation District, City of Las Vegas, NM State Forestry, Santa Clara Pueblo, Albuquerque Wildlife Federation, UNM Post-Fire Water Quality Rapid Assessment team, NM Highlands University, numerous private foundations, and the Gallinas community. Match both cash and in-kind from those partners will significantly complement and enable work described in this project amendment.

The Federal Emergency Management Agency (FEMA) is assisting with various aspects of disaster response, including hazard tree removal and reimbursing the City of Las Vegas for creation of fire line during the fire. Once cut, the trees become the property of the City or the private property owner, and FEMA is not paying for disposal of trees which will be reported as in-kind match for this project.

HPWA will coordinate with Tierra y Montes SWCD to determine which organization can best assist specific private landowners in carrying out restoration activities. The City of Las Vegas and NM State Forestry will offer logs needed to build PALS structures, greatly reducing the cost of that work. The Santa Clara Pueblo with their contractors and staff and with NM State Forestry funding, will be working to help mitigate flood damage. The Albuquerque Wildlife Federation will assist HPWA staff in work on private lands, especially in the area of flood-damage mitigation and erosion control. The UNM Center for Water and the Environment (Post-fire rapid assessment team) has done long-term Sonde deployment at two sites in the Upper Gallinas River to monitor a full suite of water quality parameters throughout the summer of 2022. This data collection will free HPWA from water quality monitoring for the summer of 2022 while we concentrate on on-the-ground work. NM Highlands University (SOMOS STEM) program has and will continue to provide interns to assist with on-ground work, coordinating volunteers, and conducting beaver surveys. Numerous private foundations, including the Las Vegas Community Foundation have offered cash to help purchase tools, seed, and other supplies needed. And, landowners, the Gallinas Community, church groups, and the greater community is eager to help with on-the ground work donating their time, money, tools, and equipment. Furthermore, when the fire fighting tasks of the US Forest Service subside, we anticipate excellent collaboration with the Santa Fe National Forest to identify future work needed and support HPWA in building capacity to work with the USFS through a Water Source Protection grant.

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M. Clearances

Regulatory clearances needed to implement Management Measure #1 will consist of a US Army Corps of Engineers expedited authorization of the work under Section 404 Nationwide Permit (NWP) 27. This permit will cover the entire extent of that work in one authorization. The NM Environment Department 401 has already certified NWP 27 but will review the project for consistency with the state certifications. Preliminary discussions have indicated that 404 permitting and 401 certification will be straightforward. NM Historic Preservation Division Section 106 Consultation under the National Historic Preservation Act (NHPA) will be done by USACE, and Threatened and Endangered Species evaluation will be done as needed. Denise Smith will complete the permit application with assistance from Watershed Artisans and HPWA staff. No known local ordinances effect on-the-ground projects in this proposal. Project notification to the NM State Office of the Engineer and San Miguel County Planning and Zoning will occur when appropriate. HPWA has experience with obtaining these permits and clearances through other 319 projects. Projects that may be done on National Forest Lands will likely occur under the Northern New Mexico Riparian, Aquatic, and Wetland Restoration Project Environmental Assessment.

N. Measures of Success

Measures of Success for this post-fire on-the-ground work will focus on implementation monitoring. Implementation records will include length of stream treated, acres seeded, numbers of erosion control and flood mitigation structures built, number of landowners served, and volunteers engaged. Records will also include financial and in-kind contributions.

Effectiveness monitoring will utilize water quality data collected by UNM Post-fire Rapid Assessment Team during the 2022 field season. HPWA effectiveness monitoring will occur during the second year and third years of this project. Monitoring will consist of resuming continuous temperature monitoring during the summer months at 10 sites that have been consistently monitored over the past 10 years and guided by the Upper Gallinas River Watershed Based Plan. During the development of the new approved Quality Assurance Project Plan (QAPP) which will be written and submitted to EPA for approval, HPWA, together with NMED, will determine practical and appropriate monitoring of other parameters in a post-fire environment. The fire is a major new impact that hasn't yet been characterized, so developing a monitoring plan at this time is premature. Further research is needed to determine a monitoring strategy that best captures water quality measures of success after implementing Management Measures. This research will be done and captured in the QAPP developed over the winter of 2022-23.

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O. Implementation Plan and Schedule

Task Number	Task Title	Key Person	Planned Start Date	Planned End Date	Completion Benchmark
1	Project Management and Administration	Lea Knutson	10/1/21	12/31/24	Contracts with subcontractors; Invoices with Match Reports; Quarterly and Annual Reports; Final Report; Notice of Completion.
2	Stakeholder Engagement	Lea Knutson	10/1/21	12/31/24	Landowner and USFS agreements; Final Report.
3	Post-Fire Landowner Site Visits	Conrad Greaves	5/31/22	12/31/22	Completion of at least 25 site visits with upper Gallinas Landowners, summary of site visit results in Final Report.
4	Project Coordination and Contractor Oversight (see below subtasks for each MM)	Conrad Greaves	11/1/21	12/31/24	Final project designs approved by NMED and/or logistics plans; project completion, Final Report.
4-1	MM #1 – Post Assisted Log Structures (PALS)	Lea Knutson	7/1/22	12/31/23	Project completion, Final Report.
4-2	MM #2 - Post-Fire Flood Damage Mitigation	Conrad Greaves	7/1/21	10/31/24	Completion of a minimum of 5 projects, Final Report.
4-3	MM #3 - Post-Fire Revegetation	Conrad Greaves	7/1/22	10/31/24	Completion of a minimum of 10 projects, Final Report.
4-4	MM #4 - Post-Fire Erosion Control	Conrad Greaves	7/1/22	10/31/24	Completion of a minimum of 10 projects, Final Report.
4-5	MM #5 - Educational Resources: Landowner Guide	Meagan Larson	5/31/22	12/31/22	Produce and distribute a Landowner Guide for Post-Fire Treatments

Task Number	Task Title	Key Person	Planned Start Date	Planned End Date	Completion Benchmark
	to Post-Fire Restoration				
4-6	MM #7 - Beaver Survey Pre and Post-Fire Flooding	Conrad Greaves	1/1/22	10/31/24	Completed Beaver survey pre-flooding and post flooding. Training and survey work by interns and volunteers to test the effectiveness of the Beaver Survey App.
5	Permitting	Lea Knutson	5/31/22	12/31/22	Completed 404 permit for MM #1, other permits as needed
6	Monitoring	Conrad Greaves	11/1/22	12/31/24	QAPP completed, monitoring completed, Monitoring results presented in Final Report.
7	General Education and Outreach	Jacob Erickson	10/1/21	11/1/24	Articles, mass emails, and media posts for activities and events.

Task Number	Task Title	Task Description
1	Project Management and Administration	The Project Manager will oversee the project and ensure that deliverables are met within the budget and timeline specified in the Work Plan. Regular communication and site visits will occur with the NMED Project Officer as will regular oversight of HPWA staff. Invoices with accompanying documentation in acceptable NMED format, including match reports, will be submitted at least quarterly. Financial records will be reviewed quarterly with the Financial Coordinator. The HPWA Board of Directors will be regularly informed about project progress and challenges. Quarterly, annual, and Final Reports with Notice of Completion will be submitted to Project Officer. Contracts with subcontractors and Landowner Agreements will be developed and provided to NMED upon request.

Task Number	Task Title	Task Description
2	Stakeholder Engagement	Stakeholder engagement will be the responsibility of the Project Manager who will work closely with cooperating landowners and non-landowner cooperators (e.g., City of Las Vegas, Tierra y Montes SWCD, U.S. Forest Service). Engagement will include developing mutually acceptable agreements for each project detailing roles and responsibilities, project designs/plans, logistics, and long-term maintenance. Encouraging landowner or volunteer match contributions will also occur. Beyond landowners, HPWA will assist with finding and pursuing other funding sources to accomplish post-fire land and water restoration in the project area. Funding sources such as US Fish and Wildlife Service Partners for Fish and Wildlife, National Forest Foundation, and private foundation grants will be pursued.
3	Post-Fire Landowner Site Visits	The Project Coordinator will conduct and/or oversee personal site visits with as many private landowners as possible in the upper Gallinas Watershed. Results will be used to identify and prioritize immediate and longer-term post-fire restoration efforts.
4	Project Coordination and Contractor Oversight (see below subtasks for each MM)	The Project Coordinator will work together with cooperators, landowners, subcontractors, and volunteers to coordinate all project implementation activities. He will obtain NMED approval on all project designs prior to implementation. He will be responsible for working out all project logistics, coordinating work between parties, ensuring the project objectives are accomplished, and that all parties are happy with the outcomes. He will also work with the Public Relations Coordinator to develop events that engage volunteers while accomplishing project work. Descriptions of project accomplishments will be included in all reports to NMED.
4-1	MM #1 – Post Assisted Log Structures (PALS)	Watershed Artisans will design, oversee, and install Post Assisted Log Structures (PALS) along 4-5 miles of the Gallinas River in areas with no vulnerable infrastructure and with landowner agreements. A 3 to 4 person crew with 3-4 pieces of heavy equipment will be used during summer and fall of 2022.

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Task Number	Task Title	Task Description
4-2	MM #2 - Post-Fire Flood Damage Mitigation	On-the-ground work days will be held on private or public lands in the Upper Gallinas Watershed aimed at reducing flood damage to ephemeral drainages and vulnerable uplands. This work will be primarily hand work that will be done by volunteer groups such as the Albuquerque Wildlife Federation and landowners. HPWA staff will coordinate and oversee the work. Installed structures will include one-rock-dams (some possibly made with dirt filled gunny sacks), Zuni-bowls, small log structures, and contour-felled trees.
4-3	MM #3 - Post-Fire Revegetation	On-the-ground work days will be held on private or public lands in the Upper Gallinas Watershed aimed at revegetating herbaceous and woody vegetation lost by the fire. HPWA staff will coordinate and oversee the work. Native grass seed with a cover crop mix will be planted by volunteers and landowners either raking or harrowing the seed into the soil. Straw or wood chip mulch will be applied where practical. If conditions allow and funding remains, riparian woody vegetation will be planted in impacted areas the second year.
4-4	MM #4 - Post-Fire Erosion Control	On-the-ground work days will be held on private or public lands in the Upper Gallinas Watershed aimed at preventing or healing soil erosion. The work will be done by volunteers and landowners with coordination and supervision by HPWA staff. Burned tree cross felling, spreading slash, constructing erosions control structures with rock, dirt filled gunny sacks, and logs will be built in ephemeral drainages and in vulnerable upland areas. Seeding will accompany installation of erosion control structures where appropriate.

Task Number	Task Title	Task Description
4-5	MM #5 - Educational Resources: Landowner Guide to Post-Fire Restoration	The Educational Specialist will develop a guide to post-fire restoration for landowners by consolidating existing information (including writing, layout, photography, and graphics). Practical and inexpensive techniques will be featured that can be done by landowners with limited equipment or expertise. This guide will be distributed through our website, social media, and be made available in hard-copy. The Guide will be provided to (at a minimum) key people with each agency mentioned in the Complementary Programs and Match section above, and NMED. The Guide will state in the front matter, "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement C9 996101-20 to the New Mexico Environment Department. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."
4-6	MM #7 - Beaver Survey Pre and Post-Fire Flooding	A beaver survey in the Upper Gallinas Watershed will be conducted using the iBeaver app. built by Defenders of Wildlife. Initial survey will be done the summer of 2022 and again in 2023 to assess the impact of post-fire flooding on beaver populations. HPWA staff and NMHU interns will conduct the surveys.
5	Permitting	An expedited USACE Nationwide 27 404 permit will be acquired for work done under MM #1. A contractor, Denise Smith will complete the application. Other permits will be pursued as needed.
6	Monitoring	Implementation monitoring will track accomplishments of all on-the-ground work. No water quality monitoring will be done during the 2022 field season but will be done in 2023 following the development of a QAPP. In 2023 we will resume temperature monitoring at the 10 long-term monitoring sites. Other potential post-fire related monitoring may occur in 2023 and 2024 if it is deemed beneficial and practical. The Project Coordinator and Technical Assistant will oversee and conduct monitoring with assistance from NMHU interns or volunteers.

Task Number	Task Title	Task Description
7	General Education and Outreach	The HPWA public relations coordinator will keep the broader Gallinas community abreast of post-fire restoration activities, events and information through our website, social media, and traditional media. He will also produce a video of post-fire conditions and restoration activities.

P. Budget

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Personnel:			
Project Manager: CWA FUNDS - 1200 hrs. @ $30/hr., MATCH - 1000 hrs. @$30/hr	$36,000.00	$30,000.00	$66,000.00
Project Coordinator: CWA FUNDS - 1700 hrs. @ $30/hr., MATCH - 500 hrs. @ $30/hr.	$51,000.00	$15,000.00	$66,000.00
Technical Coordinator: CWA FUNDS - 1400 hrs. @ $25/hr., MATCH - 300 hrs. @ $25/hr.	$35,000.00	$7,500.00	$42,500.00
Education Specialist: CWA FUNDS – 200 hrs. @ $25/hr.,	$5,000.00		$5,000.00
PR Coordinator: CWA FUNDS- 350 hrs. @ $25/hr. MATCH 350 hrs. @ $25	$8,750.00	$8,750.00	$17,500.00
Benefits and Employee Withholdings per hour – $4.59/hr. calculated by employee with following rates - W/C (0.0427) + SS (0.062) + MC (0.0145) NM Unemployment (0.0033) + sick leave (0.04)	$22,059.38	$9,953.13	$32,012.51
Equipment:			
Heavy Equipment and operator provided by landowners or volunteers (25 hours @ $175/hour)		$4,375.00	$4,375.00
Travel:			
Mileage reimbursement - 5,000 mi. x $0.575	$2,875.00		$ 2,875.00
Mileage match for volunteers 5,000 mi. x $0.575		$2,875.00	$2,875.00
Supplies:			
Office supplies, postage, copying, food for events	$3,000.00	$1,000.00	$4,000.00

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Field Supplies and hand tools: CWA FUNDS – hand tools, seed ($175/ac.), mulch (wood chips, straw), wattles, plant materials, gunny sacks, rock. MATCH – Private Foundations, local vendors, landowners – hand tools, gloves, seed, gunny sacks, logs ($200/log), rock, straw, posts, wooden stakes, sand.	$35,000.00	$50,000.00	$85,000.00
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek. MATCH - City of Las Vegas, NM State Forestry – 2,500 logs @ $84/log), includes delivery to staging areas.		$210,000.00	$210,000.00
MM #6 – Educational Resources: Landowner Guide to Post-Fire Restoration - printing	$500.00		$500.00
Monitoring supplies - CWA FUNDS – 1 Tablet ($800), (13) Tidbit WaterTemp Data Loggers $142 ea. ($1,840), misc. ($360). MATCH - digital camera ($270), GPS ($300), laser level ($1050), flow meter ($1914), ARCGIS software ($200), misc. measuring devices ($500).	$3,000.00	$4,234.00	$7,234.00
Contractual – Direct Labor, Outside Services:			
Deanna Einspahr - Accountant ($35/hr.) includes GRT (8%) & travel (at $0.575/mi.)	$1,600.00		$1,600.00
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek by Watershed Artisans. RATE: 1 Operator, 1 piece of equipment = **$180/hr**/10 hour day (Rate includes equipment fuel) $1,800 X 4 (operators + equipment) = $7,200/day X 22 days [summer 2022]= $158,400; **$180/hr**/10 hour day (Rate includes equipment fuel) $1,800 X 3 (operators + equipment) = $5400/day x 13 days [fall 2022] = $70,200. MATCH - Crew Travel	$228,600.00	$5,000.00	$233,600.00
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek by Watershed Artisans. Project design, oversight, coordination. 100 hrs @ $125/hr.	$12,500.00	$7,500.00	$20,000.00

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek by Watershed Artisans. Per Diem. $100/day/person – 22 days summer x 4 people = $8,800; 13 days x 3 people fall = $3900	$12,700.00		$12,700.00
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek by Watershed Artisans. Mobilization $1500/machine each way – Summer (four machines) - $12,000, Fall (three machines) $9,000	$21,000.00		$21,000.00
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek by Watershed Artisans. Flood Lookout – 20 days @ $120.00/day – HPWA hire, Watershed Artisans manage	$2,400.00		$2,400.00
MM #1 - Post-Fire Flood Mitigation along Gallinas River and Porvenir Creek by Denise Smith - Expedited Nationwide 27 404 permit	$1,500.00		$1,500.00
MM #7 – Beaver Survey: MATCH – Volunteer and NMHU Internship time 400 hrs. at $27/hr).		$10,800.00	$10,800.00
Other:			
MATCH - Workshop venues and related accommodations (4 workshops at $500 ea.)		$2,000.00	$2,000.00
MATCH - Rent - 40 mo. @ $149/mo. = $5,960; insurance (General Liability and Directors and Officers Insurance) - 40 mo. @ $183/mo. = $7,320.		$13,280.00	$13,280.00
MATCH - Home Offices - 2 offices @ $150/mo. x 40 mo. = $12,000; Office equipment - 3 computers, printers, software @ $150/mo. x 40 mos. = $18,000; Meeting space - 4 meetings/year x 3 years @ $100/meeting = $1200		$31,200.00	$31,200.00
Volunteer participation by landowners and general volunteers - Professional volunteers 100 hrs. @ $50/hr. ($5,000), nonprofessionals 400 hrs. @ $27/hr. ($10,800)		$15,800.00	$15,800.00
De minimis indirect costs (10% of Modified Total Direct Costs)	$22,589.49		$22,589.49
TOTAL	**$505,073.87**	**$429,267.13**	**$974,341.00**
% of Total	**52%**	**48%**	**100%**

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SUB-GRANT AGREEMENT

NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER ACT SECTION 319
WATERSHED PROJECT IMPLEMENTATION FUNDS
FEDERAL ASSISTANCE AGREEMENT C9 996101-20

NMED SUB-GRANT: 667-22319SQ-1D – Hermit's Peak Watershed Alliance, Sapello, NM

I. This SUB-GRANT AGREEMENT ("Agreement") is entered into between the New Mexico Environment Department of the State of New Mexico, hereinafter referred to as "NMED" or the "Agency," and Hermit's Peak Watershed Alliance, hereinafter referred to as the "Grantee" or the "Sub-Recipient," and is effective as of the date that it is executed by NMED ("Effective Date").

Listed below are the parties' contacts:

Grantee's Name and Address: Hermit's Peak Watershed Alliance 289 County Road A2 Sapello, NM 87745	**Agency's Name and Address:** New Mexico Environment Department Surface Water Quality Bureau Watershed Protection Section P.O. Box 5469 Santa Fe, NM 87502-5469
Grantee's Contact Information: Lea Knutson, Executive Director 505-425-5514 lknutson@hermitspeakwatersheds.org	**Agency's Contact Information:** Abraham Franklin, Program Manager 505-946-8952 Abraham.Franklin@state.nm.us Susan Styer, Project Manager 505-819-9923 Susan.Styer@state.nm.us Alysia Leavitt, Financial Manager Water Protection Division 505-500-7240 Alysia.Leavitt@state.nm.us

II. INCORPORATED DOCUMENTS

Attached and incorporated herein as part of this Agreement are the following documents:

Attachment A: Project Work Plan

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The terms of this Agreement shall control the interpretation and enforcement of the incorporated documents. These incorporated documents are enforceable to the same extent as this Agreement.

III. PROJECT DESCRIPTION

The purpose of the Project is to reduce temperature in the Gallinas River and its tributaries Porvenir Creek and Beaver Creek, in furtherance of the Updated Watershed Based Plan for the Upper Gallinas River. This will be done through a combination of riparian vegetation planting, livestock management assistance, trail maintenance, beaver habitat augmentation, and outreach and education.

IV. GRANT AMOUNT

NMED has received an award of federal funds from the U.S. Environmental Protection Agency ("EPA") under Section 319 of the Clean Water Act ("Section 319") to support watershed project implementation in New Mexico. Subject to the terms and conditions set forth in this Agreement, NMED, as the pass-through entity, agrees to reimburse the Grantee for approved costs to complete the Project in a principal amount not to exceed two hundred ninety-two thousand, eight hundred forty-nine dollars and seventy cents ($292,849.70). This amount represents no more than 60% of the total Project cost as itemized in the Project Budget found in Attachment A. The remaining 40% or more of the Project cost shall be provided by the Grantee as itemized the Project Budget as the matching amount required pursuant to 33 U.S.C. Section 1329(h).

By executing this Agreement and accepting grant funds, the Grantee is a sub-recipient of the Clean Water Act Section 319 grant and is subject to 2 C.F.R. part 200 and Clean Water Act Section 319 grant requirements enumerated in Section VII of this Agreement.

V. TERM OF AGREEMENT

This Agreement shall not take effect until accepted and signed by all parties. This Agreement shall terminate on December 31, 2024, unless terminated pursuant to Paragraph IX.A., Termination, or Paragraph IX.B., Appropriations, or unless extended pursuant to Paragraph IX.Q., Amendment.

VI. FINANCIAL REQUIREMENTS

A. For satisfactory performance of all tasks required under the terms of this Agreement, the Agency shall disburse grant funds to the Grantee upon receipt of disbursement requests for approved, actual costs incurred a total amount not to exceed $292,849.70. The Agency shall disburse to the Grantee upon receipt of a grant disbursement request with a detailed statement of accounting of funds expended for activities undertaken to complete the Project. Grant disbursement requests shall include a report of matching non-federal funds and in-kind labor pursuant to Section 319. Grant disbursement requests shall be certified by the Grantee authenticating that the requests accurately reflect tasks completed, amount due, remaining Agreement

balance, and NMED Agreement Number. All expenses shall be actual rather than estimated and shall be listed on the grant disbursement request as charged. All grant disbursement requests shall be accompanied by a Disbursement Summary form provided to the Grantee by the Agency. The Grantee may submit grant disbursement requests at its discretion during the term of this Agreement, but not more than once in any 30-day period.

B. Allowed expenses for grant disbursement include those expenses itemized in Attachment A. Unallowable expenses shall be paid by Grantee.

C. Within 30 days after the date the Agency receives written notice from the Grantee that grant disbursement is requested for activities performed, the Agency shall issue a written certification of complete or partial approval or rejection of the activities. If the Agency finds that the activities completed are not approvable, it shall, within 30 days after the date of receipt of written notice from the Grantee that grant disbursement is requested, provide to the Grantee a letter of exception explaining the defect or objection to the activities along with details of how the Grantee may proceed to provide remedial action. Upon certification by the Agency that the activities have been approved, grant disbursement shall be tendered to the Grantee within 30 days after the date of certification.

D. Final project invoice payments will be withheld until the project's Notice of Completion and Final Report are received by NMED.

E. All tasks performed for which grant funds are used and the receipt of any grant funds under this Agreement are conditioned upon the Grantee's full compliance with this Agreement and all incorporated documents.

F. Grantee's actual costs shall not exceed any of the expenses itemized in the Project Budget without the prior written approval of NMED.

G. The Grantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures in a manner that assures proper and efficient administration of the grant and to retain all of its records and supporting documentation applicable to this Agreement for three years following the termination of this Agreement. All such records and supporting documents shall be made available, upon request, for inspection or audit by the NMED or its representatives.

VII. PROJECT CONDITIONS

A. The Grantee agrees to the following Project Conditions:

1. Grantee shall commence work on the Project within 60 days of the Effective Date of this Agreement, and shall achieve Project Completion in accordance with the Project Schedule and Project Budget.
2. The Grantee shall verify that the Project is complete by submitting a Notice of Completion and Final Report to NMED. The Notice of Completion and Final

Report shall contain certification that the Project is completed in accordance with the terms and conditions of this Agreement, and shall record the actions taken, resources committed, and problems encountered in completing the Project, if any, in accordance with applicable EPA guidance. Project Completion is the date that NMED approves in writing the Notice of Completion, Final Report, and applicable watershed-based plan revision benchmarks.

3. All monitoring data generated during the course of the Project will be provided to NMED.

B. The Grantee shall provide NMED with copies of all bids, contracts, and subcontracts for all work required under the Agreement.

C. The Project shall have a Project Manager approved in writing by NMED.

VIII. EPA GRANTEE CONDITIONS

The Grantee is a Sub-recipient of the Clean Water Act Section 319 grant and is subject to the following EPA Sub-recipient Conditions and Federal Grant Requirements.

EPA Sub-recipient Conditions:

1. GENERAL FEDERAL REQUIREMENTS:
   a) The Sub-recipient shall comply with all applicable federal and state laws and requirements, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, and Quality Assurance, 2 C.F.R. part 1500.11.
   b) The Sub-recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally-funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."
   c) The Sub-recipient agrees to federal cross-cutting requirements including, but not limited to; MBE/WBE requirements found at 40 C.F.R. 33; OSHA Worker Health and Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333); the Anti Kickback Act (40 U.S.C. 276c); and Section 504 of the

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Rehabilitation Act of 1973, as implemented by Executive Orders 11914 and 11250.

2. PROCUREMENT STANDARDS:
The Sub-recipient shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in this section, and if applicable, 2 C.F.R. 200.317 to - 200.326, which establishes consistency and uniformity among federal agencies in the administration of grants and Cooperative Agreements to non-federal entities.

   The Sub-recipient shall ensure that every purchase order or other contract includes any clause required by federal statutes under 2 C.F.R. part 200 and executive orders and their implementing regulations. Other sub-recipients shall also follow this section.

3. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA SUB-RECIPIENTS:
The Sub-recipient of this Clean Water Act Section 319 Grant shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 C.F.R. 1536.10 – 1536.505. Additionally, in accordance with these regulations, the Sub-recipient shall identify all known workplaces under its federal awards and keep this information on file during the performance of the award. The consequences for violating this condition are detailed under Title 2 C.F.R. 1536.500 and 1536.505. Sub-recipients may access the Code of Federal Regulations Title 2 Part 1536 at:
https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR.

4. LOBBYING AND LITIGATION:
The chief executive officer of this Sub-recipient shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Sub-recipient shall abide by 2 C.F.R. 200.450, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

5. RESTRICTIONS ON LOBBYING:
The Sub-recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. In accordance with the Byrd Anti-Lobbying Amendment, any Sub-recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

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6. RECYCLING AND WASTE PREVENTION;
   In accordance with the polices set forth in EPA Order 1000.25 the Sub-recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and will be delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

7. SINGLE AUDITS:
   In accordance with 2 C.F.R. 200.501and the Single Audit Act, the Sub-recipient agrees to obtain a single audit from an independent auditor if it expends $750,000 or more in total federal funds in any fiscal year. Within nine months after the end of a Sub-recipient's fiscal year or 30 days after receiving the report from the auditor, the Sub-recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2008 and beyond, the Sub-recipient SHALL submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: https://harvester.census.gov/facweb/.

8. SUSPENSION AND DEBARMENT:
   Sub-recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Sub-recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Sub-recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment. Sub-recipient may access the System for Award Management (SAM) at https://www.sam.gov/portal/SAM/##11. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. TRAFFICKING VICTIM PROTECTION ACT OF 2000:
   To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

   a) EPA or NMED may unilaterally terminate this Agreement, without penalty, if a Sub-recipient that is a private entity:
      i) Is determined to have violated an applicable prohibition in the Prohibition Statement below; or

ii) Has an employee who is determined by the Agency official authorized to terminate the Agreement to have violated an applicable prohibition in the Prohibition Statement through conduct that is either:
(1) Associated with performance under this award; or
(2) Imputed to the Sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by EPA at 2 CFR Part 1532. The Sub-recipient shall inform EPA or NMED immediately of any information Sub-recipient receives from any source alleging the violation of a prohibition in the Prohibition Statement below.

b) EPA's or NMED's right to terminate unilaterally that is described in paragraph (a) of this section implements Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and is in addition to all other remedies for noncompliance that are available to NMED or EPA under this Agreement.

c) The Sub-recipient shall include the requirements of the Prohibition Statement below in any award Sub-recipient makes to a private entity.

d) Sub-recipient shall inform NMED immediately of any information Sub-recipient receives from any source alleging a violation of a prohibition in the Prohibition Statement.

Prohibition Statement:
Sub-recipient under this Agreement, and Sub-recipient's employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; use forced labor in the performance of the Agreement; or engage in acts that directly support or advance trafficking in persons.

10. FALSE CLAIM:
The Sub-recipient shall promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, Sub-recipient Contractor, subcontractor, grant recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant to the Sub-recipient.

The Sub-recipient is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil, or administrative fines and/or penalties.

11. PAYMENT TO CONSULTANTS:
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by Sub-recipient or by Sub-recipient's Contractor or the

Contractor's subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2019, the limit is $640.38 per day and $80.04 per hour. This rate does not include transportation and subsistence costs for travel performed (the Sub-recipient shall pay these in accordance with their normal travel reimbursement practices).

Sub-agreements with firms for services which are awarded using the procurement requirements in 2 C.F.R. 200, as applicable, are not affected by this limitation unless the terms of the contract provide the Sub-recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. 2 C.F.R. § 200.318.

12. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES:

a) General Compliance, 40 CFR Part 33.
Sub-recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises ("MBE/WBE") in procurement under assistance agreements, contained in 40 CFR Part 33.

b) Six Good Faith Efforts, 40 C.F.R. Part 33, Subpart C.
Pursuant to 40 C.F.R. 33.301, the Sub-recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that contractors and subcontractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

i) Require that Disadvantaged Business Enterprises ("DBEs") are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state, and local government sub-recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

ii) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

iii) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state, and local government sub-recipients, this shall include dividing total requirements when economically feasible into smaller tasks or

quantities to permit maximum participation by DBEs in the competitive process.

iv) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

v) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

vi) If the Contractor awards subcontracts, require the Contractor to take the steps in paragraphs i) through vi) of this section.

c) MBE/WBE Reporting, 40 C.F.R. §§ 33.502 and 33.503.
The Sub- recipient agrees to complete and submit to NMED Part II of EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the federal fiscal year reporting period the Sub-recipient receives the award, and continuing until the Project is completed. Only procurements with certified MBE/WBEs are counted toward a Sub-recipient's MBE/WBE accomplishments. The Sub-recipient is not required to verify this certification, but the Sub-recipient agrees to report having utilized businesses which may be MBE/WBEs. The reporting period is annual, with the reporting period ending September 30th. The report shall be submitted within 15 days of the end of the annual reporting periods.

EPA Form 5700-52A indicates a Simplified Acquisition Threshold that applies to NMED. The sub-recipient agrees to complete Form 5700-52A Part II regardless of whether the sub-grant award amount is greater or less than the Simplified Acquisition Threshold. EPA Form 5700-52A is available on the Internet at https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business.

d) Contract Administration Provisions, 40 C.F.R. 33.302.
The Sub-recipient agrees to comply with the contract administration provisions of 40 C.F.R. 33.302.

e) Bidders List, 40 C.F.R. 33.501 (b) and (c).
The Sub-recipient shall create and maintain a bidders list. Please see 40 C.F.R. 33.501 (b) and (c) for specific requirements and exemptions.

INELIGIBLE USES OF THE GRANT FUNDS FOR THE GRANTEE- Please see Subpart E of 2 C.F.R. Part 200, 2 C.F.R. 200.400 to 200.475, for general allowable direct and indirect cost guidelines.

13. INELIGIBLE USES OF THE GRANT FUNDS FOR THE GRANTEE- Please see Subpart E of 2 C.F.R. Part 200, 2 C.F.R. 200.400 to 200.475, for general allowable direct and indirect cost guidelines.

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IX. GENERAL CONDITIONS OF STATE OF NEW MEXICO

A. Termination

This Agreement may be terminated by the Agency upon written notice delivered to Grantee at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for approvable work performed prior to the Grantee's receipt of the notice of termination; provided, however, that neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Grantee, if the Grantee becomes unable to perform the services provided for in the grant, as determined by the Agency or if, during the term of this Agreement, the Grantee or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of grant funds. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS AGREEMENT.

Immediately upon receipt by the Grantee of notice of termination of this Agreement, the Grantee shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention, or transfer of all property titled to the Agency and records generated under this Agreement and any non-expendable personal property or equipment purchased by the Grantee with Agreement funds shall be dispensed pursuant to Subpart D of 2 C.F.R. Part 200. On the date the notice of termination is received, the Grantee shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Grantee; the property listed in the inventory report shall include client records and a final closing of the financial records and books of accounts which were required to be kept by the Grantee under this Agreement regarding financial records

B. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the federal government for the performance of this Agreement. If sufficient appropriations and authorization are not made by the federal government, this Agreement shall terminate immediately upon written notice being given by the Agency to the Grantee. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Grantee shall have the option to terminate the Agreement or to agree to the reduced funding, within 30 days of receipt of the proposed amendment.

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C. Status of Grantee

The Grantee and its agents and employees are sub-grantees of a federal grant are not employees of the State of New Mexico. The Grantee and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Grantee acknowledges that all sums received hereunder are reportable by the Grantee for tax purposes, including without limitation, self-employment and business income tax. The Grantee agrees not to purport to bind the State of New Mexico unless the Grantee has express written authority from the State of New Mexico to do so, and then only within the strict limits of that authority.

D. Assignment

The Grantee shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

E. No Warranty by NMED

For purposes of this Agreement, NMED's inspection, review, and approval of the Project are only for the purposes of determining compliance with applicable state regulations implemented by NMED. NMED approval shall not be interpreted as any warranty or guarantee of the work or workmanship of the Grantee, its Contractor, or its Contractor's subcontractors. Approval of the plans and design of the Project means only that plans are complete under the terms of this Agreement. NMED will use its best efforts to bring to the Grantee's attention any obvious defects in the Project's design, materials or workmanship, but all such defects and their correction shall be the responsibility of the Grantee, its Contractors, and the Contractor's subcontractors. Any questions raised by NMED shall be resolved exclusively by the Grantee, its Contractor, and the Contractor's subcontractors, who shall remain responsible for the completion and success of the Project.

F. Compliance with Applicable Laws

The Grantee warrants, represents, and agrees that it, and its Contractor, the Contractor's subcontractors, employees, and representatives shall comply with all applicable State and federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

G. Grantee Responsibility

If the Grantee seeks additional funding from any other entity for the Project, the Grantee agrees that the Grantee is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

H. No False Statements

The Grantee warrants that the internal financial statements provided to NMED by the Grantee for approval do not contain false material statements, representations, certifications, or omissions of material fact.

I. NEPA

For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until the appropriate NEPA review is completed.

J. Disadvantaged Businesses

The Grantee agrees to take the affirmative action necessary to assure qualified disadvantaged business enterprises are used when possible as sources for construction and service.

K. OSHA

The Grantee agrees that it shall take affirmative action to ensure that the Project is constructed in compliance with federal and state occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau (OSHA) shall be given free access to the Project sites.

L. Fiscal Records

The Grantee agrees to make all fiscal records related to the Project available to NMED, EPA, the United States General Accounting Office, and the State Auditor for inspection and audit.

M. Grant Restrictions

Disbursements of the Grant shall be used for the Project and for no other purpose.

N. Subdivision Act

The Grant shall not be used by the Grantee on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, Sections 47-5-1 to 47-5-8.

O. Separate Account

The Grantee agrees to maintain separate Project accounts in accordance with generally accepted government accounting principles and, if requested by NMED, to conduct an audit of the financial records pertaining to the Project.

P. Conflict of Interest; Governmental Conduct Act

The Grantee warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Grantee certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

Q. Amendment

This Agreement and the documents incorporated herein shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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R. Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

S. Penalties for Violation of Law

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

T. Equal Opportunity Compliance

The Grantee agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Grantee assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Grantee is found not to be in compliance with these requirements during the term of this Agreement, the Grantee agrees to take appropriate steps to correct these deficiencies.

U. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, the Grantee acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The terms of this Agreement shall not serve to waive or otherwise limit the Grantee's right to raise any applicable claims of privilege, including the attorney-client privilege or work product doctrine.

V. Workers Compensation

The Grantee agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Grantee fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

W. Records and Financial Audit

The Grantee shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and retain them for a period of three years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration, and the State Auditor. The Agency shall

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have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

X. New Mexico Employees Health Coverage

If the Grantee has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six month period during the term of this Agreement, the Grantee certifies, by signing this Agreement, to:

a) have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008, if the expected annual value in the aggregate of any and all agreements between the Grantee and the State exceed $1,000,000 or;
b) have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009, if the expected annual value in the aggregate of any and all contracts between the Grantee and the State exceed $500,000 or;
c) have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2011, if the expected annual value in the aggregate of any and all contracts between the Grantee and the State exceed $250,000.
d) The Grantee agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
e) The Grantee agrees to advise all employees of the availability of state publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: www.hsd.state.nm.us/Centennial_Care.aspx.

Y. Liability

As between the parties, each party acknowledges that it shall be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees. The liability of the parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended.

Z. Indemnification

The Grantee shall defend, indemnify, and hold harmless the Agency and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source

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which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Grantee its Contractor; the Contractor's subcontractors; or their respective officers, employees, and agents.

X. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
Susan Styer, Project Officer
New Mexico Environment Department
Surface Water Quality Bureau
Silver City Field Office
3082 32nd Street Bypass Road, Suite D
Silver City NM 88061
505-819-9923
Susan.Styer@state.nm.us

To the Grantee:
Lea Knutson, Executive Director
Hermit's Peak Watershed Alliance
289 County Road A2
Sapello, NM 87745505-470-2531
lknutson@hermitspeakwatersheds.org

XI. AUTHORITY

If the Grantee is other than a natural person, the individual(s) signing this Agreement on behalf of the Grantee represents and warrants that he/she has the power and authority to bind the Grantee, and that no further action, resolution, or approval from the Grantee is necessary to enter into this agreement.

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The parties have executed this Agreement on the dates set forth by their respective names.

Grant Issued and Administered by:

Stephanie Stringer Digitally signed by Stephanie Stringer Date: 2021.10.27 09:36:50 -06'00'

James C. Kenney, Cabinet Secretary
New Mexico Environment Department

Date

DocuSigned by:

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Lea Knutson, Executive Director
Hermit's Peak Watershed Alliance

11/4/2021

Date

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Attachment A: Project Work Plan

A. Project Title

Watershed Project Implementation for Upper Gallinas River and Porvenir Creek - Phase IV

B. Applicant Information

Organization:	**Hermit's Peak Watershed Alliance**		
Address:	**289 County Road A2** **Sapello, NM 87745**		
Contact Person:	**Lea Knutson**	Title:	**Executive Director**
Phone:	**505/425-5514**	Email:	**lknutson@hermitspeakwatersheds.org**
FED. Tax ID #	83-0514816	Date of Incorporation:	06/09/2008 *(non-profits only)*

C. Project Manager

The project manager is responsible for oversight of the approved project including: administering contracts; ensuring technical viability of the project; ensuring funds expended are within the budget and in accordance with applicable law; and ensuring that quarterly fiscal and technical progress reports, and a final report, are submitted to NMED.

Name:	Lea Knutson		
Organization:	Hermit's Peak Watershed Alliance		
Phone:	**505/425-5514**	Email:	lknutson@hermitspeakwatersheds.org

D. Start and End Dates

Planned project start date:	10/01/2021	Planned project end date:	12/31/24

E. Plan Citation

Plan citation information:	The original Watershed Based Plan that was approved in 2012 is available at https://www.env.nm.gov/surface-water-quality/accepted-wbp/. An addendum to that plan was developed in 2018 to add National Forest Lands. The addendum is available at the same site.

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F. Planning Feedback

The Updated Watershed Based Plan for the Upper Gallinas River (WBPGR), approved in 2012, has provided the basis for all on-the-ground work, with an addendum to the WBP for National Forest Lands, produced in 2018. HPWA will finish On-the-Ground Improvement Projects - Phase III before beginning this Phase IV project. During 2020 (Phase III), a 10-year assessment of all work thus far will be completed. This assessment produced information needed to update our WBPGR. This update will occur formally in Phase IV. A major finding was the need to update the current watershed modeling to better understand the benefit of resource restoration measures on water quality parameters in terms of load reduction potential. An improved monitoring strategy will also be presented to update project effectiveness monitoring and our ability to calculate solar loading reductions. While there are many variables that influence stream temperature, the largest driver for cooler stream temperatures since 2011 has been discharge. The current Watershed Based Plan has insufficient detail regarding how flow patterns impact temperature profiles in El Porvenir Creek and the headwaters of the Gallinas. Improvements to canopy cover are still needed along the Gallinas River, but it is also critical to better understand how flow patterns relate to stream temperature profiles and canopy cover. An update to the current WBP is needed to better determine the relationship between canopy cover, streamflow, and temperature. Watershed modeling would be completed using SWAT-MODFLOW as it is considered the best available modeling program to predict water quality under low flow conditions. This watershed modeling would be completed to better understand the probable sources of temperature impairment in the Gallinas River and in the El Porvenir Creek tributary.

G. Project Area

Assessment Units name and ID:	Gallinas River (Las Vegas Diversion to USFS Boundary) NM-2212-00; Gallinas River (USFS Boundary to Headwaters) NM-2212_02; El Porvenir Creek (Gallinas Creek to SFNF Boundary) NM- 2212_01; El Porvenir Creek (SFNF Boundary to Hollinger Canyon) NM-2212_05; Beaver Creek (El Porvenir Creek to Headwaters) NM-2212-04.
12-digit Watersheds:	130600010801; 130600010802; 130600010805
Project area (stream miles):	32.5 miles
Project area (upland watershed acres):	48,968
Project area map:	See Map 1, below.

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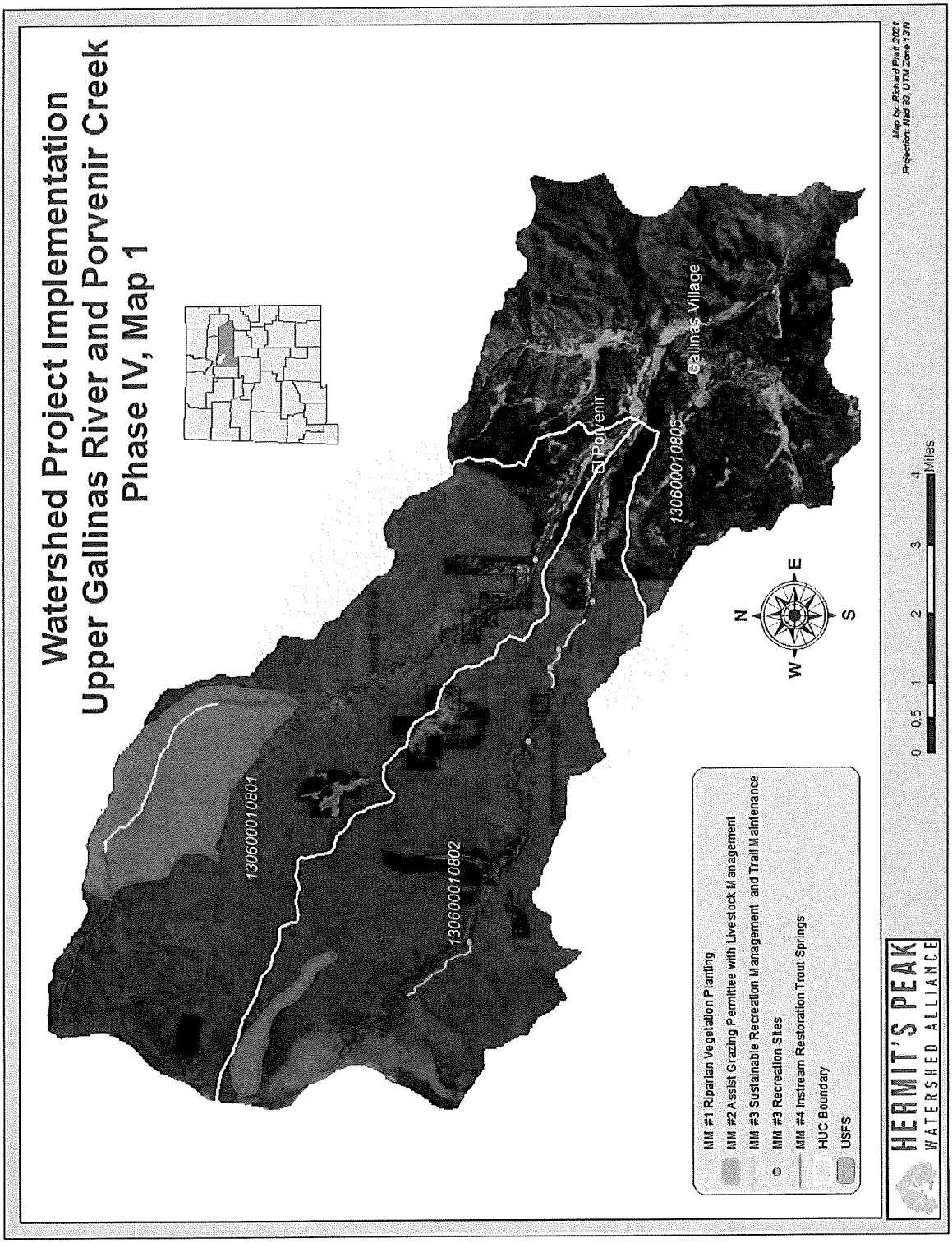

H. Problem Description

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Assessment Unit ID	Assessment Unit Name	Impairment Parameters
NM-2212_00	Gallinas River (Las Vegas Diversion to USFS Boundary)	Temperature
Assessment Unit or Wetland Narrative This Assessment Unit is listed as impaired for temperature. Probable sources include a lack of riparian vegetation due to impacts from the highway/road/bridge as well as grazing management practices, and residential developments. Stream channel entrenchment and streambank modification/destabilization is also a probable source of temperature impairment. A need to improve grazing practices in the riparian corridor has been identified as an opportunity to improve canopy cover. Streamflow is highly correlated to temperature in the Gallinas River. Another probable source for stream temperature impairment relates to existing diversions to stream flow. There is a need to understand current stream flow patterns in the watershed and where stream flow modifications are potentially increasing stream temperatures. The riparian area along some stretches of the Gallinas River have been sparsely vegetated providing limited stream shade. Many riparian areas lacked tall woody vegetation, had limited plant diversity, and were not sufficiently wide to fully support riparian vegetation.		
Assessment Unit ID	**Assessment Unit Name**	**Impairment Parameters**
NM-2212_02	Gallinas River (USFS Boundary to Headwaters)	Temperature
Assessment Unit Narrative NMED does not have this Assessment Unit listed as impaired according the 2020-2022 State of New Mexico CWA 303(d)/305(b) Integrated List. According to the Watershed Based Plan, there is a priority area located in this unit to increase stream shade to continue to meet standards. This is a contributing stream and so improving canopy and reducing temperature can improve water quality downstream in the impaired stream reaches.		
Assessment Unit ID	**Assessment Unit Name**	**Impairment Parameters**
NM-2212_01	El Porvenir Creek (Gallinas Creek to SFNF Boundary)	Temperature
Assessment Unit Narrative This Assessment Unit is listed as impaired for temperature. Probable sources include all the same probable sources as noted in NM-2212_00 including a lack of riparian vegetation. There is a need to better understand current stream flow patterns on El Porvenir Creek, as some sections are known to go dry, and determine where current diversions exist that can potentially increase stream temperatures downstream. In the Watershed Based Plan, there are two sections of this unit that were found to not meet the percent Stream Shade Standard and would need stream shade to increase to meet the standard. These two areas would be prioritized in future efforts for riparian planting and revegetation efforts.		
Assessment Unit ID	**Assessment Unit Name**	**Impairment Parameters**
NM-2212_05	El Porvenir Creek (SFNF Boundary to Hollinger Canyon)	Temperature

Assessment Unit Narrative		
NMED does not have this Assessment Unit listed as impaired according the 2020-2022 State of New Mexico CWA 303(d)/305(b) Integrated List. This section does go dry at times and more in-depth monitoring of stream temperature and flow is warranted. This is a contributing stream and so improving canopy and reducing temperature can improve water quality downstream in the impaired stream reaches.		
Assessment Unit ID	**Assessment Unit Name**	**Impairment Parameters**
NM-2212_04	Beaver Creek (El Porvenir Creek to Headwaters)	Temperature
Assessment Unit Narrative		
This Assessment Unit was not listed as impaired in the 2020-2022 State of New Mexico CWA 303(d)/305(b) Integrated List. On the ground assessments made in the Fall 2020 season confirmed that local reaches on the headwaters were lacking in sufficient canopy. Riparian vegetative species such as willow and alder were lacking in areas where the valley floor was wide and access to riparian areas to cattle was unhindered. Where the valley was more V – notched, topographical controls limited access to grazing the riparian vegetation. Probable sources include grazing activities and recreation impacts from trails and old roads. This is a contributing stream and so improving canopy and reducing temperature can improve water quality downstream in the impaired stream reaches.		

I. Goals

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameter	Load Reduction Goal
NM-2212_00	Gallinas River (Las Vegas Diversion to USFS Boundary)	Temperature	Reduce solar loading by increasing percent stream shade by 5%.
Goal Narrative			
Management measures focus on planting riparian vegetative species to improve overall riparian tree and shrub canopy. By increasing the canopy of riparian vegetation, we are reducing the solar loading on the Gallinas River. Instream beaver habitat projects will increase the wetted width to support riparian vegetation with the long-term goal of also improving the abundance of canopy cover in the riparian corridor. Beaver habitat will be improved, assessed, and noted for future restoration projects. This type of restoration was recommended in the WBPGR, Restoration Measures section.			

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameters	Load Reduction Goals
NM-2212_02	Gallinas River (USFS Boundary to Headwaters)	None	Reduce solar loading by increasing percent stream shade by 5%.
Goal Narrative Management measures in this reach focus on water quality protection and maintenance of water quality standards through sustainable recreation practices, trail improvements close to the Gallinas, and riparian vegetation planting, as well as on reducing the temperature of water entering the impaired assessment unit downstream. As part of the trail improvements, planting of riparian vegetation will also occur to improve overall riparian tree and shrub canopy. Sustainable recreation management will also be employed in this stream reach to improve plant cover and reduce surface and streambank erosion. Stream and riparian area restoration to include trail stream crossing improvements and extensive riparian vegetation planting in recently thinned areas in this assessment unit will occur. This work will occur in collaboration with local Conservation Corps crews and the USFS. This type of restoration was recommended in the WBPGR, Restoration Measures section.			

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameter	Load Reduction Goal
NM-2212_01	El Porvenir Creek (Gallinas Creek to SFNF Boundary)	Temperature	Reduce solar loading by increasing percent stream shade by 5%.
Goal Narrative Since this reach regularly goes dry, a new focus of work will be to better understand flow conditions that affect stream temperature. Also, management measures will focus on planting riparian vegetative species to improve overall riparian tree and shrub canopy. By increasing the canopy of riparian vegetation, we are reducing the solar loading on El Porvenir Creek. Beaver assessments also have the long-term goal of improving the abundance of canopy cover in the riparian corridor. Beaver habitat will be assessed and noted for future restoration projects. Responsible recreation will be infused in collaboration with local Conservation Corps crews and the USFS. Recreation sites and local trails will receive maintenance to reduce sediment loading into the creek. This type of restoration was recommended in the WBPGR, Restoration Measures section.			
Assessment Unit ID	**Assessment Unit Name**	**Current Impairment Parameters**	**Load Reduction Goals**
NM-2212_05	El Porvenir Creek (SFNF Boundary to Hollinger Canyon)	None	Reduce solar loading by increasing percent stream shade by 5%.

Goal Narrative
Management measures in this reach focus on water quality protection and maintenance of water quality standards, as well as on reducing the temperature of water entering the impaired assessment unit downstream. Management measures focus on planting riparian vegetation to improve overall riparian tree and shrub canopy. Beaver projects have the long-term goal of also improving the abundance of canopy cover in the riparian corridor. Beaver habitat will be assessed and noted for future restoration projects. Responsible recreation will be infused in collaboration with local Conservation Corps crews and the USFS. This type of restoration was recommended in the WBPGR, Restoration Measures section.

Assessment Unit ID	Assessment Unit Name	Current Impairment Parameters	Load Reduction Goal
NM-2212_04	Beaver Creek (El Porvenir Creek to Headwaters)	None	Reduce solar loading by increasing percent stream shade by 5%.

Goal Narrative
Management measures in this reach focus on water quality protection and maintenance of water quality standards, as well as on potentially reducing the temperature of water entering the impaired Gallinas River assessment unit downstream. Management measures focus on sustainable grazing management practices. The beaver assessment and habitat survey work would be ideal in this stream stretch. Long term, if beaver were brought back in this area and it was grazed sustainably, this is one of most pristine locations in the watershed. It is ideal for slowing the water down and storing it to slowly release cooler stream water all year long. This type of restoration was recommended in the WBPGR, Restoration Measures section. As a contributing stream, if we reduce stream temperatures in this reach it will benefit downstream reaches.

J. Management Measures

Management Measure #1: Riparian Vegetation Planting
Management Measure #1 Description: To improve stream shade and enhance riparian habitat conditions, the following riparian area restoration measures will occur. Conservation Corps crews and NM Highlands University (NMHU) interns will help plant appropriate species of willow, alder, cottonwood, and aspen in riparian areas on the National Forest that are below the 62% canopy cover target to meet the TMDL and those that are selected by the US Forest Service. Potential planting areas occur along Gallinas Creek and Beaver Creek (Trail #247) as depicted on Map 1. Some planting occurred in the previous implementation phase along Beaver Creek but more needs to be done. This planting will occur after livestock management is in place to reduce damage to planted seedlings. A minimum of 3 stream miles of riparian areas will be identified and planted between Gallinas and Beaver Creek. If insufficient area on National Forest lands is found for planting, additional areas will be identified on private lands. Crews will only plant in appropriate microsites (e.g., with adequate water and soil) and will use best management planting practices (e.g., spacing, planting depths) to improve success rates. Because it is currently uncertain exactly which areas will be planted, it is difficult to estimate the number of seedlings needed at this stage. Conservation Corps crews will be hired for four weeks, and interns will be used to help improve the efficiency of crew time. Bluestem willow, peachleaf willow, narrowleaf cottonwood, quaking aspen, thinleaf alder, red osier dogwood and others will be planted (available commercially) as well as site specific native herbaceous vegetation seed mixes if needed. In higher elevation areas, Bebb, Diamondleaf, and Scouler's willow will be harvested from nearby areas and planted in deficient riparian zones. Beyond stream shading, healthy riparian vegetation plays a vital role by anchoring streambanks that reduce erosion which keep streams channels narrow and deep (optimal temperature conditions); retaining a moist and cool microclimate that is less prone to evapotranspiration; holding moisture in soils for slow release; slowing and spreading water flow to help mitigate floods; filtering sediments; and providing organic materials to the stream ecosystem. Intact and fully functional riparian vegetation reduces stream temperatures and helps to augment consistent stream flows by reducing stream entrenchment and maintaining water access to floodplains. Water stored in soils and adjacent wetlands (aided by riparian vegetation) is slowly released to the stream over time, helping to maintain consistent stream flows and reducing erosion of streambanks during flood events.

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Management Measure #2: Assist Grazing Permittee with Livestock Management
Management Measure #2 Description: HPWA will work with the Forest Service and the major grazing permittee to improve management of livestock grazing in the headwaters of Beaver Creek and the headwaters of Gallinas Creek (Burro Basin) (see Map 1) to improve wetland and riparian function and extent. The area near the headwaters of Beaver Creek where livestock management will occur was chosen because it is an open valley that is more vulnerable to grazing than the narrow valleys where abundant rock and topography naturally provide riparian protection from grazing pressure. In this open valley, the creek in this area currently lacks the potential riparian canopy needed to prevent streambank and wet meadow erosion. A variety of tools will be explored to improve livestock management and help reduce grazing impacts to riparian areas and springs in these selected pastures. Tools that will be explored and implemented as appropriate include fixing existing allotment boundary fences including gates that intersect trails, constructing brush fences around riparian plantings, and fixing interior pasture fences. Fixing existing fencing is needed to help improve pasture rotation and herding. Ongoing conversations with the Forest Service and the grazing permittee will establish which tools are appropriate to implement at specific locations and explore other creative solutions. HPWA will then carry out chosen measures to identified issues by implementing agreed upon solutions with Conservation Crew labor and supplies. Virtual fencing was removed as a potential tool from this project based on Forest Service recommendations. There were concerns regarding the use of this tool in a designated Wilderness Area without appropriate funding to analyze potential impacts to Wilderness characteristics. A Wilderness Minimum Tools Requirement Guide would first need to be developed to evaluate the potential impacts. Virtual fencing will be explored in non-wilderness areas or in Beaver Creek if additional funding to cover the analysis of potential impacts on Wilderness characteristics is located and the idea is supported by local district staff.

Management Measure #3: Sustainable Recreation Management and Trail Maintenance on Gallinas Creek and Beaver Creek
Management Measure #3 Description: Degraded trail/stream crossings and trail sections located immediately adjacent to stream channels were identified as a significant cause of streambank erosion, channel widening, loss of appropriate geomorphology and consequently accelerated rates of erosion. An assessment of maintenance needs and designs has occurred, so work is now shovel ready and NEPA review has been completed where necessary. Trail repair needed along Gallinas Creek Trail #216 (see Map 1) was identified in the National Forest Addendum to the WBP and will be done to improve trail drainage, trail/creek crossings, and repairs to minimize sediment input from trails and old roads. USFS funding to do this trail repair work has been inadequate and the original trail construction did not always occur in a water quality sensitive manner. Three recreation sites along Forest Road 263 (day use areas – see Map 1) are also in need of a facelift to help our public use the existing facilities in a watershed friendly way. This needed work was presented in the National Forest Addendum to the WBP, but no specific work was detailed. Minor improvements to picnic areas and campgrounds will be done opportunistically and where they intersect with USFS priorities. When trails are better maintained and recreation sites are nicely laid out, people recreate more responsibly. Conservation Corps crews will perform the work under staff supervision. To complement (not match) this work, a future proposal to the National Forest Foundation will be submitted to fund a reroute of a 1.4 mile stretch of trail along Beaver Creek to move it out of the stream bottom. This reroute was designed and NEPA cleared during Phase III and is shovel ready. Volunteer efforts made possible in collaboration with the Forest Service will count towards match for this Phase IV proposal.
Management Measure #4: Instream Restoration of Trout Springs Creek
Management Measure #4 Description: Trout Springs (see Map 1) is the most significant source of cold, perennial flow to the Gallinas River. Although priority reaches for treatment identified in the Watershed Based Plan did not include tributaries like Trout Springs, the plan did describe the important contributions it makes to temperature regulation and explained that Trout Springs is a high priority reach for treatment. Because of lost beaver dams, and consequent entrenchment, we will construct Beaver Dam Analogs (BDAs) and complementary structures to restore a half mile reach. BDA structures will help stabilize the stream while encouraging infiltration and groundwater storage. BDAs will also assist beaver in reestablishing lost dams and help retain existing beavers with more stable dams. When Trout Springs and the surrounding wetlands can store more water, this reservoir of cold temperature water will help to slowly recharge Gallinas River flow over time. Furthermore, by increasing storage we reduce water temperature profiles now exposed to solar radiation. These actions will help create a cold water refugia for fish and help to cool downstream water. BDAs also improve fish habitat with deep pools and more complex stream habitat features. This project will help reduce overall stream temperatures both in restored reaches and downstream. This type of restoration was recommended in the Updated Watershed Based Plan for the Upper Gallinas River, Restoration Measures section.

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Management Measure #5: Education Resources - Landowner Guide and Land Stewardship Video Series
Management Measure #5 Description: During Phase III of the Gallinas 319 On-the-ground Improvement Projects grant, we began work to develop two resources to educate landowners about watershed health, management, protection, and restoration. Progress has been made but covering additional topics would be greatly beneficial. One resource is a Land Stewardship video series which explains a variety of aspects of how watersheds work, how we benefit from them, and how we can help to keep them well functioning. These short videos (5-10 minutes) are most relevant to landowners but also of interest to the public. Videos produced in Phase III include what is a watershed and how does it work, stream temperature, riparian vegetation, beaver benefits landowners, water treatment facilities for the Gallinas River, and stormwater treatment. Topics of particular interest to landowners in Gallinas Canyon that will be produced in Phase IV include stream entrenchment and its relationship to floodplain connectivity, healthy instream conditions, river restoration, the importance of riparian buffers, living with beaver, and overall water quality and other watershed-based ecosystem services the Gallinas River supplies local communities. This video series offers a virtual, easily distributed, and lasting education experience. It is to be hosted on our website and on YOUTUBE. The second resource in development is a Landowner Guide for watershed stewardship that will be published in hard copy form and available on our website. This guide will be presented in short chapters or booklets so that landowners can get the information that is most useful to them and in bite sized pieces. The Guide will offer more detailed information particularly useful to landowners and will complement the video series. Example topics for this guide might be how to rotate livestock grazing, innovative tools for managing livestock in inaccessible areas (e.g., Virtual Fencing), how to build a one-rock-dam or other handmade erosion control structures, how to plant riparian vegetation, and restoring and maintaining a riparian buffer. Work on this guide will continue in Phase IV with a goal of adding at least two chapters to this series. We will also strive to add at least two new videos to the collection. These resources will work together to offer information in various modalities and will also complement physical education events when those become permissible.
Management Measure #6: Water Quality Monitoring Education in Las Vegas Schools
Management Measure #6 Description: During the 2020-21 school year, RiverSource began working with one middle school in Las Vegas to conduct virtual training on watershed health and instruct students in doing their own river studies with methods established and taught by RiverSource. The focus of this curriculum is water quality and the relationship between river condition and water quality. This virtual format was necessitated by the COVID pandemic. HPWA will work with RiverSource to learn their educational curriculum and establish a second school site in Las Vegas City School or in West Las Vegas School districts to carry it out this program. HPWA has provided watershed curriculum to West Las Vegas Schools in the past but learned that it was important to directly deliver educational programs rather than provide materials only. Teachers need more assistance in delivering this material to students and the program established by RiverSource accomplishes this. Because the West Las Vegas and Las Vegas

City schools are the districts that educate students from the Upper Gallinas Watershed, they are the schools that we need to work with to reach and engage those students and others.
Management Measure #7: Beaver Survey Application
Management Measure #7 Description: To assist beaver protection, management, and restoration, HPWA will work with collaborators to help develop, test, and use of an online social networking system and database (like iNaturalist or eBird) to track beaver populations and potential habitat. The goal is to build a publicly available application (app) for phones and tablets. This effort will help identify current beaver occurrence, inform the location of beaver habitat with sufficient riparian vegetation to support beaver populations, identify areas in need of beaver habitat restoration, and identify locations for potential reintroductions. This is a collaborative project between Defenders of Wildlife, RiverSource, NM Game and Fish, Trout Unlimited, HPWA, and others in response to recommendations from the NM Beaver Summit, 2020. This group of collaborators is in the process of developing an app and HPWA will help by employing the app in the field to help inform revisions needed and test its usefulness. The app will also be used in the upper Gallinas Watershed to identify and track beaver occurrence and potential beaver habitat. HPWA staff and interns from NM Highlands University Natural Resources Department will test and employ the app.

K. Key Persons

Key Person 1:	**Lea Knutson**	**Hermit's Peak Watershed Alliance**	**Project Manager**
Key Person 1 Qualification Summary:	Lea Knutson, HPWA Executive Director, will serve as the Project Manager. She has served as the Project Manager for nine past and present CWA 319 grants including four Watershed Based Planning projects and five On-The-Ground Improvement Projects and three River Stewardship Program projects. With 12 years of experience in natural resource related nonprofits, and a lifelong commitment to the health of natural systems, she founded HPWA (formerly known as Citizen's Watershed Monitoring Team) in 2008. Also, with a 20-year background in bookkeeping and business management, she will be responsible for day-to-day accounting for this project and work closely with the Financial Coordinator to ensure accurate record keeping.		
Contractor?	This person is an employee of HPWA.		

Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.		
Key Person 2 (if applicable):	**Amina Sena**	**Hermit's Peak Watershed Alliance**	**Project Coordinator**
Key Person 2 Qualification Summary:	Amina Sena will serve as the Project Coordinator. She will supervise staff, Richard Pratt, interns, volunteers and oversee contractors. She has a Master of Life Science with a concentration in Natural Resources Management from New Mexico Highlands University, Phi Kappa Phi (GPA 4.0) 2008 on top of a Bachelor of Science in Watershed Management, New Mexico Highlands University, Magna cum Laude (GPA 3.9) 2006. She worked as the Hydrologist: District Soil and Water Resource Specialist for the Coconino National Forest in Arizona from 08/2008- 07/2018. She also currently serves with International missions as a Watershed Specialist with the USFS International Programs. She has collaborated closely on restoration and education projects with the Verde Watershed Restoration Coalition. She has worked for over a decade in watershed monitoring, restoration, management, and education endeavors with many organizations on diverse projects.		
Contractor?	This person is an employee of HPWA.		
Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.		
Key Person 3 (if applicable):	**Richard Pratt**	**Hermit's Peak Watershed Alliance**	**Technical Coordinator**
Key Person 3 Qualification Summary:	Richard will supervise field data collection, record keeping, data entry and analysis, including all GIS procedures. He has a B.S. in Geology from Southern Utah University and has recently finished his thesis for a Masters in Natural Resource Management with an emphasis in Geochemistry and Petrography. He has taken advanced courses in Fluvial Geomorphology and Environmental GeoChemistry. He was a crew leader and hydrology technician with the Dixie National Forest and a crew leader for the NM Forest and Watershed Restoration Institute (NMHU) monitoring team. Richard ensures accurate and diligent data collection following NMED protocols.		
Contractor?	This person is an employee of HPWA.		
Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.		

Key Person 4 (if applicable):	**Jacob Erickson**	**Hermit's Peak Watershed Alliance**	**Public Relations Coordinator**
Key Person 4 Qualification Summary:	Jacob recently joined the HPWA staff as the PR Coordinator. He will manage email, website, social media, radio, and newspaper exposure. Jacob specializes in video production so will be responsible for producing the YouTube educational videos. Jacob is a recent graduate from NM Highlands University with a Master of Media Arts and Computer Science with an emphasis in Cultural Technology.		
Contractor?	This person is an employee of HPWA.		
Matching effort?	Part of this person's time will be paid by the grant with part being contributed as match.		
Key Person 5 (if applicable):	**Deanna Einspahr**	**Private Consultant**	**Financial Coordinator**
Key Person 5 Qualification Summary:	Deanna Einspahr will provide accounting and federal grant administration oversight and implementation. She has provided accounting services for National Audubon Society, Local Energy, and Quivira Coalition. She has provided accounting services to HPWA since 2012 for numerous 319 projects. With many years of accounting for these and other nonprofits and with experience administering federal grants, she will ensure accurate financial record keeping, reporting and use of funds under this grant.		
Contractor?	Ms. Einspahr is a long-time contractor with HPWA.		
Matching effort?	Most of this person's time will be paid by the grant but some of it will be contributed as match.		

L. Complementary Programs and Match

A significant partner in accomplishing the proposed project is the US Forest Service. They are expected to contribute staff time, equipment, and supplies to the sustainable recreation work. While most of their contributions will be with federal funds and will not qualify as match, they are complementary, and some may be paid for by non-federal grants. HPWA staff, Conservation Corps crews, interns and volunteers are expected to participate in trail repair work, riparian vegetation planting, and fencing tasks contributing labor and travel as match. Since some of these tasks will take place in remote wilderness areas, this volunteer contribution will include hiking time and use of personal gear. Conservation Corps crews will be utilized and the Americorps stipend they receive will be used as match. A grant application

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and hopeful award is being planned for submission to the National Forest Foundation, a non-profit organization that partners with the USFS, will provide no match as it is federal funds but will still provide for a significant trail re-route needed to improve water quality. Daniel Unruh, the permittee in the upper Beaver Creek, is currently the principal grazing permittee in the National Forest of the Upper Gallinas Watershed. He has agreed to work with us to find viable solutions to livestock management challenges that jeopardize riparian vegetation and stream condition in the Beaver Creek drainage. Work in this project to develop documents for the Landowner Guide and short videos also occur in other watersheds. Together with other funded projects, a diverse collection of these educational resources will be built. NMHU professors and interns will help test the Beaver App and conduct stream temperature monitoring efforts. Student interns can help deploy data loggers and regularly upload data. Student classes, in collaboration with NMHU professors, can help analyze stream water quality data. GIS based classes would help with mapping the location of stream temperature monitoring sites and provide data analysis deliverables to help calibrate SWAT-MODFLOW predicted scenarios. NMHU classes could help with temperature data analysis and historical temperature trend interpretation to better predict future scenarios for the Gallinas River under climate change scenarios. These efforts could help lead to a better understanding of why the Gallinas River is impaired for temperature and which restoration measures we should focus our efforts on to better improve water temperatures in the Gallinas River and El Porvenir Creek.

1.

M.Clearances

Many of the projects in this Phase IV project will occur on US Forest Service land. NEPA clearance is being acquired in Phase III for applicable work on Gallinas Creek. Regulatory clearances needed to implement stream related projects on private land (Trout Spring) and public land (if applicable) will consist of US Army Corps of Engineers 404 permit, and NM Environment Department 401 Water Quality Certification. NM Historic Preservation Division Section 106 Consultation under the National Historic Preservation Act (NHPA) will also be part of the 404 permit for some ground disturbing projects. Where Threatened and Endangered Species are potential, USFWS clearances (Endangered Species Act, ESA) may also be required. If needed, both NHPA and ESA clearances will occur as part of the 404 Permits and NEPA review. No known local ordinances effect on-the-ground projects in this proposal. Project notification to the NM State Office of the Engineer and San Miguel County Planning and Zoning will occur when appropriate. Negotiations with USFS staff will continue to ensure communication and coordination. Work to obtain necessary permits will be done by HPWA together with the landowner and with assistance from subcontractors. HPWA has experience with obtaining these permits and clearances through other 319 projects.

N. Measures of Success

A monitoring program will be implemented to evaluate the effectiveness of project restoration efforts based on the criteria outlined in modeled update to the WBPGR being considered under this proposal. The program will include annual stream flow, canopy, and temperature monitoring. Additionally, monitoring of aerial photos for interpretation of riparian canopy cover will occur at least once during this project. In addition to watershed wide flow, canopy and temperature monitoring each project will have effectiveness monitoring. Pre and post project monitoring will occur at all project locations. At the end of this phase, an assessment of the monitoring data will occur to determine whether progress is being made in reducing load and have a continual record for long-term monitoring. The monitoring will be completed under a new approved Quality Assurance Project Plan (QAPP) which will be written and submitted to EPA at the beginning of Phase III of implementation.

O. Implementation Plan and Schedule

Task Number	Task Title	Key Person	Planned Start Date	Planned End Date	Completion Benchmark
1	Project Management and Administration	Lea Knutson	10/1/21	12/31/24	Contracts with subcontractors; Invoices with Match Reports; Quarterly and Annual Reports; Final Report; Notice of Completion.
2	Stakeholder Engagement	Amina Sena	10/1/21	12/31/24	Landowner and USFS agreements; Final Report.
3	Project Coordination and Contractor Oversight (see below subtasks for each MM)	Amina Sena	11/1/21	12/31/24	Final project designs approved by NMED and/or logistics plans; project completion, Final Report.

Task Number	Task Title	Key Person	Planned Start Date	Planned End Date	Completion Benchmark
3-1	MM #1 - Riparian Vegetation Planting	Amina Sena	4/1/22	10/31/23	Project completion, Final Report.
3-2	MM #2 - Assist Grazing Permittee with Livestock Management	Amina Sena	11/1/21	12/31/23	Project completion, Final Report.
3-3	MM #3 - Sustainable Recreation Management and Trail maintenance	Amina Sena	4/1/22	10/31/24	Project completion, Final Report.
3-4	MM #4 - Instream Restoration Trout Springs Creek	Amina Sena	1/1/23	12/31/23	Project completion, Final Report.
3-5	MM #5 - Education Resources - Landowner Guide and Land Stewardship Video Series	Lea Knutson	1/1/22	11/1/24	Two chapters for the Landowner Guide, two Land Stewardship videos
3-6	MM #6 - Water Quality Monitoring Education in Las Vegas Schools	Elizabeth Juarros	1/1/22	12/31/23	A water quality monitoring program is established in one school and completed for 2 years
3-7	MM #7 Beaver Survey Application	Richard Pratt	1/1/22	12/31/23	Intern and volunteer training and employment of beaver survey app on all accessible

Task Number	Task Title	Key Person	Planned Start Date	Planned End Date	Completion Benchmark
					stream reaches.
4	Permitting	Amina Sena	1/1/23	5/1/23	404 permit is completed for MM #4
5	Monitoring	Richard Pratt	5/1/22	12/31/24	QAPP completed, monitoring completed, Monitoring results presented in Final Report.
6	Education and Outreach	Jacob Erickson	10/1/21	11/1/24	Articles, mass emails, and media posts for activities and events.

Task Number	Task Title	Task Description
1	Project Management and Administration	The Project Manager will oversee the project and ensure that deliverables are met within the budget and timeline specified in the Work Plan. Regular communication and site visits will occur with the NMED Project Officer as will regular oversight of HPWA staff. Invoices with accompanying documentation in acceptable NMED format, including match reports, will be submitted at least quarterly. Financial records will be reviewed quarterly with the Financial Coordinator. The HPWA Board of Directors will be regularly informed about project progress and challenges. Quarterly, annual, and Final Reports with Notice of Completion will be submitted to Project Officer. Contracts with subcontractors and Landowner Agreements will be developed and provided to NMED upon request.
2	Stakeholder Engagement	Stakeholder engagement will be the responsibility of the Project Coordinator who will work closely with cooperating

Task Number	Task Title	Task Description
		landowners, non-landowner cooperators and the U.S. Forest Service. This will include developing mutually acceptable agreements for each project detailing relative roles and responsibilities, project designs/plans, logistics, and long-term maintenance. Encouraging and assisting with landowner or volunteer match contributions will also occur. Beyond landowners, HPWA will assist with finding and pursuing other funding sources to accomplish land and water restoration and management work in the project area. Funding sources such as US Fish and Wildlife Service Partners for Fish and Wildlife, National Forest Foundation, and private foundation grants will be pursued.
3	Project Coordination and Contractor Oversight (see below subtasks for each MMR)	The Project Coordinator will work together with the USFS, landowners, subcontractors, and volunteers to coordinate all project implementation activities. She will obtain NMED approval on all project designs prior to implementation. She will be responsible for working out all project logistics with applicable parties, coordinating work between parties, ensuring the project objectives are accomplished, and all parties are happy with the outcomes. She will also work with the Public Relations Coordinator to develop events that engage volunteers while accomplishing project work. Descriptions of project accomplishments will be included in all reports to NMED.
3-1	MM #1 - Riparian Vegetation Planting	Employ Conservation Corps crews and NMHU interns to plant appropriate riparian species in selected riparian areas that are approved by the USFS. Also use these crews in areas that are lacking sufficient riparian vegetation on private lands.
3-2	MM #2 - Assist Grazing Permittee with Livestock Management	The Project Coordinator will work with USFS and permittee to devise an appropriate approach to improving livestock grazing in the headwaters of Beaver Creek and/or Burro Basin. Contractors and Conservation Corps crews will then be employed to fix fencing or implement any other appropriate measures.
3-3	MM #3 - Sustainable Recreation Management and	A follow up assessment of maintenance needs, highlighted trail repair work that is shovel ready and NEPA review has been completed. Conservation Corps crews will be employed, with oversight by the Project Coordinator to do trail improvements and some public area improvements.

Task Number	Task Title	Task Description
	Trail maintenance on Gallinas Cr.	Coordination with USFS to establish priority areas for treatments will occur.
3-4	MM #4 - Instream Restoration Trout Springs Creek	Instream restoration designs and 404 permit will be developed by the Project Coordinator. NMED approval of designs will be obtained prior to any on-the-ground work. A Conservation Corps crew and NMHU interns, under supervision and training by the Project Coordinator, will be used to construct Beaver Dam Analogs or other structures along half a mile of stream of Trout Springs Creek to improve instream and beaver habitat.
3-5	MM #5 - Education Resources - Landowner Guide and Land Stewardship Video Series	HPWA staff will develop the material for the Landowner Guide chapters and Land Stewardship Videos. Other professionals will be recruited as necessary to help. Jacob Erickson, HPWA videographer, will produce the videos. He will also post these resources on our website and through social media.
3-6	MM #6 - Water Quality Monitoring Education in Las Vegas Schools	Elizabeth Juarros, as a contractor to HPWA, will identify a high school or middle school and teacher interested in participating in this program in either the Las Vegas City Schools or West Las Vegas Schools. She will then work with RiverSource to learn the educational curriculum, perhaps by shadowing in an existing school and then will present the program to the chosen school.
3-7	MM #7 Beaver Survey Application	HPWA staff will coordinate with collaborators, NM Game and Fish Department, RiverSource, and Defenders of Wildlife to obtain the completed beaver app and develop plans for its testing. Testing and use of the app will employ NMHU students, volunteers, supervised by HPWA Project and Technical Coordinators.
4	Permitting	The Project Coordinator will assemble project designs, archaeological surveys, and biological surveys into required 404 permit applications and facilitate their approval by US Army Corps of Engineers prior to project construction. She

Task Number	Task Title	Task Description
		will also be responsible for submitting annual reports to US ACE as stipulated in the Monitoring Plan for all permitted projects.
5	Monitoring	The Technical Coordinator will be responsible for developing the QAPP and facilitating its approval by NMED and EPA. He will oversee and carry out all watershed-wide and project specific monitoring. Field monitoring personnel may include other HPWA staff, NMHU interns, and volunteers. The Technical Coordinator will conduct training or request NMED assistance with training of field personnel to ensure that the QAPP is applied and NMED Standard Operating Procedures are followed. He will ensure that data entry, organization and analysis is accurately completed and included in the final report to NMED.
6	Education and Outreach	Work under this task complements and is in addition to work done under Task 3-5 MM #5. The Public Relations Coordinator will promote the project and events through traditional and social media, and recruit volunteers for implementation efforts. He will work together with the Project Manager and Coordinator to develop and carry out educational events with relevance to this project. In addition to events, he will facilitate the development of short educational YouTube videos, and documents in the Landowner Guide and make them available through diverse media.

P. Budget

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Personnel:			
Project Manager: CWA FUNDS - 1200 hrs. @ $30/hr., MATCH - 1000 hrs. @$30/hr	$36,000.00	$30,000.00	$66,000.00
Project Coordinator: CWA FUNDS - 1700 hrs. @ $30/hr., MATCH - 500 hrs. @ $30/hr.	$51,000.00	$15,000.00	$66,000.00
Technical Coordinator: CWA FUNDS - 1000 hrs. @ $25/hr., MATCH - 300 hrs. @ $25/hr.	$25,000.00	$7,500.00	$32,500.00
PR Coordinator: CWA FUNDS- 325 hrs. @ $22/hr. MATCH 350 hrs. @ $22	$7,150.00	$7,700.00	$14,850.00

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Benefits and Employee Withholdings per hour – $4.58/hr. calculated by employee with following rates - W/C (0.0427) + SS (0.062) + MC (0.0145) NM Unemployment (0.0033) + sick leave (0.04)	$19,362.00	$9,782.50	$29,144.50
Equipment:			
Monitoring Equipment – Sonde		$10,000.00	$10,000.00
Travel:			
Mileage reimbursement - 3,600 mi. x $0.575	$2,070.00		$ 2,070.00
Mileage match for volunteers 1,000 mi. x $0.575		$575.00	$575.00
Supplies:			
Office supplies, postage, copying, food for events	$2,500.00	$1,000.00	$3,500.00
Field supplies - CWA FUNDS – costs are estimates – fencing materials (MM#2 - $9,500), plant materials (MM#1 - $5,000/mi = $15,000), hand tools ($500), gravel (MM#3 - $1,000), cottonwood cage fencing materials (MM#1, MM#3 – 100 cages at $30 ea = $3,000), juniper posts (MM#4 – 400 at $6 ea = $2,400), printing Landowner Guides (MM#5 - $1,500), water quality sampling supplies for education (MM#6 - $1,100), MATCH - plant materials ($2,000), hand tools ($1,000), fencing materials ($3,000).	$14,000.00	$6,000.00	$20,000.00
Monitoring supplies - CWA FUNDS – costs are estimates - 2 Tablets ($1400), Solar radiation kit ($500), Sonde calibration solutions and standards ($500), (5) HOBO Water Temp Pro v2 @ $129 ea. ($645). MATCH - digital camera ($270), GPS ($300), laser level ($1050), flow meter ($1914), ARCGIS software ($200), misc. measuring devices ($500).	$3,045.00	$4,234.00	$7,279.00
MATCH - Home Offices - 2 offices @ $150/mo. x 40 mo. = $12,000; Office equipment - 3 computers, printers, software @ $150/mo. x 40 mos. = $18,000; Meeting space - 4 meetings/year x 3 years @ $100/meeting = $1200		$31,200.00	$31,200.00
Contractual – Direct Labor, Outside Services: Hourly salaries must not exceed $656.92 per day or $82.11 per hour.)			

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BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Deanna Einspahr - Accountant ($35/hr.) includes GRT (8%) & travel (at $0.575/mi.)	$1,600.00	$300.00	$1,900.00
MM #1 - Riparian Vegetation Planting. CWA FUNDS - Conservation Corps - 4 weeks @ $5,750/wk. MATCH - Conservation Corps @ 25% of cost.	$23,000.00	$7,600.00	$30,600.00
MM #2 - Assist Grazing Permittee with Livestock Management. CWA FUNDS - CM ArborCare ($24,000 - maximum labor rate - $656.92 per day or $82.11 per hour) for training and supervision of Conservation Corps and staff to repair approximately 2 miles of boundary and pasture fences and construct brush fencing. Conservation Corps – 2 weeks @ $5,750/wk. - $11,500. MATCH - Conservation Corps @ 25% of cost ($2,875), volunteer labor, interns (200 hrs @ $27/hr. = $5,400).	$35,500.00	$8,275.00	$43,775.00
MM #3 - Sustainable Recreation Management and Trail maintenance on Gallinas Cr. CWA FUNDS - Conservation Corps 4 weeks @$5,750/wk. - $23,000. MATCH - Conservation Corps @ 25% of contract ($5,750), volunteer labor, interns (200 hrs @ $27/hr. = $5,400).	$23,000.00	$11,150.00	$34,150.00
MM #4 - Instream Restoration Trout Springs. CWA FUNDS - Conservation Corps crew 1 week @$6,000/wk, Townsend Archaeological Consultants - 25 hrs. @ $75/hr. + mileage and GRT. MATCH - NMHU Interns 150 hrs. @ $27/hr.	$8,000.00	$4,050.00	$12,050.00
MM #5 - Education Resources - Landowner Guide and Land Stewardship Video Series. Graphic Design for Landowner Guide. CWA FUNDS - Rangel Design 40 hrs. @ $50/hr. MATCH - Expert consultation for Landowner Guide 40 hrs. @ $50/hr.	$2,000.00	$2,000.00	$4,000.00
MM #6 - Water Quality Monitoring Education in Las Vegas Schools. CWA FUNDS - Elizabeth Juarros - 200 hrs. @ $40/hr. MATCH - RiverSource 80 hrs. @ $50/hr. ($4,000), Teacher	$8,000.00	$8,160	$16,160.00

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
40 hrs. @ $50/hr. ($2,000), students (20 @ 4hrs ea. = 80 hrs @ $27/hr = $2,160)			
MM #7 – Beaver Survey Application. CWA FUNDS – NMHU Intern Stipends. MATCH – Volunteer and NMHU Internship time 400 hrs. at $27/hr).	$5,000.00	$10,800.00	$15,800.00
Other:			
Workshop venues and related accommodations (4 workshops at $500 ea.)		$2,000.00	$2,000.00
Rent - 40 mo. @ $149/mo. = $5,960; insurance (General Liability and Directors and Officers Insurance) - 40 mo. @ $183/mo. = $7,320.		$13,280.00	$13,280.00
Volunteer participation by landowners and general volunteers - Professional volunteers 100 hrs. @ $50/hr. ($5,000), nonprofessionals 400 hrs. @ $27/hr. ($10,800)		$15,800.00	$15,800.00
De minimis indirect costs (10% of Modified Total Direct Costs)	$26,622.70		$26,622.70
TOTAL	**$292,849.70**	**$206,406.50**	**$499,256.20**
% of Total	**59%**	**41%**	**100%**

re 1: Section 32 – State Trust Land. Each of the areas outlined in yellow may contain springs and riparian areas and will be evaluated for restoration in this project.