

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
May 16, 2024**

AGENDA ITEM NO.: 3A
TITLE: Pest Monitoring and Control Services
COOPERATORS: Utah County
EFFECTIVE DATES: April 1, 2023 through March 31, 2028
CUPCA AUTHORITY: Titles II, 201
FINANCIAL COMMITMENTS:

Original Agreement	\$10,000
<u>Proposed Modification 001</u>	<u>\$10,000</u>
Total	\$20,000

SCOPE OF ACTION: This agreement provides funding for Pest Monitoring and Control activities in 2024
PLAN REFERENCE: Pages 2-11 to 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT B. Eric McCulley, Project Coordinator

SUMMARY: CUPCA authorized and required the Commission to implement several mitigation projects within Utah County. The Commission, together with other joint lead agencies, issued an Environmental Impact Statement (EIS) and FONSI in 2015 for restoring the connection of the Provo River to Utah Lake into a more naturally functioning delta ecosystem. Known as the Provo River Delta Restoration Project (PRDRP), this ecosystem was needed to facilitate recovery of June sucker, a threatened fish species endemic to Utah Lake. The PRDRP was implemented in 2020 and the Provo River was released into the restored delta habitat in March of 2023. During the NEPA process, public comments expressed concern that the PRDRP would increase mosquito breeding habitat and associated increases in nuisance and disease vector mosquitoes. The Commission committed to fund increased mosquito monitoring in the PRDRP, to assess potential changes in mosquito populations. Two monitoring locations within and near the PRDRP have been added to Utah County. Monitoring at these locations was initiated prior to construction of the project to allow for comparisons of mosquito populations after the project is completed.

This modification adds funding to the current agreement to allow Utah County to continue mosquito monitoring near the PRDRP. The monitoring season is expected to run from the last week in May through September. Should monitoring indicate the need for increase mosquito control, funding can be used for those efforts.

MODIFICATION NO. 001
AGREEMENT NO. 23CUT-2690
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
UTAH COUNTY

1. **AGREEMENT TITLE:** Pest Monitoring and Control Services
2. **PURPOSE:** To obligate additional funds to the AGREEMENT and to continue the pest monitoring and control activities in 2024.

3. **DESCRIPTION OF CHANGES:**

A. Modify Article V as follows:

A. The COMMISSION will:

“1. Reimburse UTAH COUNTY up to ~~\$10,000.00~~ **\$20,000.00** for all services, approved equipment, materials and supplies to complete the work items specified in Attachment A to this agreement.”

4. **ADJUSTMENT IN AGREEMENT PRICE:** The price is increased by \$5,000.00.
FUNDING HISTORY TO DATE:

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$10,000	\$10,000
<u>Modification No. 001</u>	<u>\$10,000</u>	<u>\$10,000</u>
Total	\$20,000	\$20,000

5. **SIGNATURES**

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below:

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____
Brad Barber, Commission Chair

Date: _____

Utah County

By: _____
Title: Utah County

Date: _____

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
May 16, 2024**

AGENDA ITEM NO.: 3B
TITLE: Final Design and Construction of the Provo River Delta Restoration Project (PRDRP)
COOPERATORS: Central Utah Water Conservancy District (CUWCD)
EFFECTIVE DATES: January 1, 2021 through December 31, 2025
CUPCA AUTHORITY: Title II, Tile III PRDRP
FINANCIAL COMMITMENTS:

Original Agreement	\$ 160,000
Modification 001	\$ 80,000
Modification 002	\$ 100,000
Modification 003	\$ 440,000
Modification 004	\$ 400,000
Proposed <u>Modification 005</u>	<u>\$ 825,000</u>
Total	\$2,005,000

SCOPE OF ACTION: Support for design and construction monitoring
PLAN REFERENCE: Pages 2-10 to 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT: Michael Mills, Executive Director

SUMMARY: This modification provides additional funding for cooperative assistance and activities that CUWCD is fulfilling for the PRDRP. These include assistance with design review of the PRDRP diversion structure, aeration system and small downstream dam, videography, topographic surveys, and data collection, and cultural resources services assistance. Most of the funding in this modification will allow CUWCD to upgrade and refine the aeration system that was tested in the original Provo River channel last summer. for the lower Provo River under this modification. Funding in this modification will also be allocated to equipping the delta diversion structure with instrumentation for monitoring and operation.

MODIFICATION NO. 005
AGREEMENT NO. 21FCUT-2460
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
CENTRAL UTAH WATER CONSERVANCY DISTRICT

- 1. Agreement Title:** Final Design and Construction of the Provo River Delta Restoration Project
- 2. Purpose:** This modification obligates additional funds for Central Utah Water Conservancy District to continue to assist with design review of the PRDRP diversion structure, aeration system, cultural resources services assistance, small downstream dam, videography, topographic surveys, and data collection.
- 3. Description of Changes:** The Agreement is modified as follows:
- “B. The COMMISSION Will:**
1. Reimburse the DISTRICT for all allowable and allocable costs to complete the terms of the purpose and objective of this AGREEMENT up to a maximum amount of ~~\$160,000 \$240,000.00 \$340,000.00 \$780,000 \$1,180,000~~ **\$2,005,000.**”
- 4. Adjustment in Agreement Price:** The agreement price is increased by \$825,000.00.

FUNDING HISTORY TO DATE:

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$ 160,000	\$ 160,000
Modification No. 001	\$ 80,000	\$ 80,000
Modification No. 002	\$ 100,000	\$ 100,000
Modification No. 003	\$ 440,000	\$ 440,000
Modification No. 004	\$ 400,000	\$ 400,000
<u>Modification No. 005</u>	<u>\$ 825,000</u>	<u>\$ 825,000</u>
Total	\$2,005,000	\$2,005,000

5. Signatures

The PARTIES hereby agree to the forgoing provisions of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____ Date: _____
Brad Barber, Commission Chair

For the CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____ Date: _____
Gene Shawcroft, General Manager

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
May 16, 2024**

AGENDA ITEM NO.: 3C
TITLE: Interagency Agreement for FWCA Compliance for Mitigation Projects Under CUPCA
COOPERATORS: U.S. Fish and Wildlife Service
EFFECTIVE DATES: January 1, 2021 through December 31, 2025
CUPCA AUTHORITY: Section 301
FINANCIAL COMMITMENTS:

Original Agreement	\$ 45,000
Modification 001	\$ 0
Modification 002	\$ 45,000
Modification 003	\$ 45,000
<u>Proposed Modification 004</u>	<u>\$ 45,000</u>
Total Cost	\$ 180,000

SCOPE OF ACTION: Provide additional funding
PLAN REFERENCE: Pages 1-4, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT: Michael Mills, Executive Director

SUMMARY: The Fish and Wildlife Coordination Act (FWCA) was enacted in 1958. It requires Federal entities which undertake any activities which control or modify waterways of the United States to consult with the U.S. Fish and Wildlife Service and the appropriate State fish and wildlife agency, to assure that conservation of fish and wildlife resources is considered in connection with the project.

The Service prepares planning aid reports which include an assessment of the effects of the proposed action(s) on fish and wildlife resources and recommends measures to mitigate anticipated impacts. The FWCA also establishes a process for considering the use of Project lands and waters for fish and wildlife purposes, and for evaluating those lands and waters for their suitability in meeting national objectives, such as inclusion as National Wildlife Refuges. The Agreement also establishes the Fish and Wildlife Service as a participant in NEPA compliance activities as necessary to support the FWCA and related obligations of the Service in assisting the Commission's project planning and implementation process.

This modification will add funding for the next year of work.

MODIFICATION NO. 004
AGREEMENT 21AAUT-2470
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
U.S. FISH AND WILDLIFE SERVICE

1. AGREEMENT TITLE: Fish and Wildlife Coordination Act Compliance

2. PURPOSE: To provide additional funds for work in 2024.

3. DESCRIPTION OF THE CHANGES:

A. Modify Article “V. Scope of Work - Specific Obligations of the Parties” as follows:

A. Under “UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION WILL:”

Revise as follows:

“1. Reimburse the SERVICE on a quarterly basis up to a cumulative total of ~~\$45,000.00~~
~~\$90,000.00~~ ~~\$135,000.00~~ **\$180,000.00** for all services, approved equipment, materials, and
supplies to complete the work items specified in V.C.1. No legal liability on the part of
the COMMISSION for any payment may arise from performance under this
AGREEMENT until funds are made available for performance.”

4. AGREEMENT PRICE: The Agreement price is increased by \$45,000.00.

FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$ 45,000	\$ 45,000
Modification No. 001	\$ 0	\$ 0
Modification No. 002	\$ 45,000	\$ 45,000
Modification No. 003	\$ 45,000	\$ 45,000
Modification No. 004	<u>\$ 45,000</u>	<u>\$ 45,000</u>
 TOTAL:	 \$ 180,000	 \$ 180,000

5. SIGNATURES

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____ Date: _____
Brad Barber, Commission Chair

U.S. FISH AND WILDLIFE SERVICE

By: _____ Date: _____
Assistant Regional Director

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
May 16, 2024**

AGENDA ITEM NO.: 3D
TITLE: Wildlife Biologist Support for the Provo River Delta Restoration Project (PRDRP)
COOPERATORS: U.S. Bureau of Reclamation
EFFECTIVE DATES: January 1, 2021 through December 31, 2025
CUPCA AUTHORITY: Title II, Title III PRDRP

FINANCIAL COMMITMENTS:

Original Agreement	\$100,000
Modification 001	\$100,000
Modification 002	\$100,000
Modification 003	\$100,000
Proposed Modification 004	<u>\$140,000</u>
Total	\$540,000

SCOPE OF ACTION: This modification provides funding for establishing/continuing services from a qualified wildlife biologist to provide assistance from Reclamation's Provo Area Office in the planning and administering of monitoring and mitigation programs for the potential increased avian strike risk at Provo Municipal Airport caused by the PRDRP.

PLAN REFERENCE: Page 2-10 to 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report

STAFF CONTACT: Jessie Stegmeier, Project Coordinator

SUMMARY: This Agreement authorizes continuation of the cooperative program of monitoring and mitigation programs for the potential wildlife hazards caused by the PRDRP. This was a 0.5 FTE position but is now funding the entire position and vehicular costs with Reclamation contributing office space and support resources.

MODIFICATION NO. 004
AGREEMENT NO. 21AAUT-2450
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
U.S. BUREAU OF RECLAMATION

1. AGREEMENT TITLE: Wildlife Biologist Support for the Provo River Delta Restoration Project.

2. PURPOSE: To obligate additional funds for performance.

3. DESCRIPTION OF THE CHANGES:

Modify Article V. Scope of Work. Specific obligation of the PARTIES are as follows:

A. The COMMISSION will:

1. Reimburse RECLAMATION up to a **cumulative total of \$100,000 \$200,000 \$300,000, \$400,000 \$540,000** for all services, approved equipment, materials and supplies to complete the work items for implementation of this Agreement.

4. AGREEMENT PRICE: The AGREEMENT price is increased by \$140,000.

FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$100,000	\$100,000
Modification 001	\$100,000	\$100,000
Modification 002	\$100,000	\$100,000
Modification 003	\$100,000	\$100,000
<u>Modification 004</u>	<u>\$140,000</u>	<u>\$140,000</u>
Total	\$540,000	\$540,000

5. SIGNATURES

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION:

By: _____
Brad Barber, Commission Chair

Date: _____

For the U.S. BUREAU OF RECLAMATION

By: _____
Rick Baxter, Provo Area Manager, Provo, Utah

Date: _____

**PROPOSED AGREEMENT
FOR COMMISSION CONSIDERATION
May 16, 2024**

AGENDA ITEM NO.: 4A
TITLE: Study of Sage Grouse in the Strawberry Valley
COOPERATORS: Brigham Young University
EFFECTIVE DATES: July 1, 2024 through June 30, 2025
CUPCA AUTHORITY: Title III – Fish, Wildlife, and Recreation Mitigation and Conservation

FINANCIAL COMMITMENTS:

<u>Proposed Original Agreement</u>	<u>\$ 60,000</u>
Total	\$ 60,000

SCOPE OF ACTION: This agreement provides funding for the study and monitoring of sage grouse in the Strawberry Valley
PLAN REFERENCE: Page 2-30, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT Jessie Stegmeier, Project Coordinator

SUMMARY: The Strawberry Valley Area Assessment identified Sage grouse in Strawberry Valley as functioning outside of a “properly functioning condition” and a high priority for restoration. There is a clear nexus between the decline of Sage grouse and federal reclamation projects. Approximately seventeen thousand acres of high-quality Sage grouse habitat and four of five display/breeding sites were inundated by the enlargement of Strawberry Reservoir as part of the CUP.

An interagency team (the Strawberry Valley Adaptive Resource Management Local Working Group) has been formed to facilitate the conservation of the Sage grouse. Its members include the U.S. Forest Service (USFS), Utah Division of Wildlife Resources (UDWR) and the U.S. Fish and Wildlife Service (USFWS). The Commission has been funding monitoring and studies to determine possible reasons for declining and low population levels of Sage grouse in Strawberry Valley by 1) evaluating available habitat; and, 2) evaluating nesting and brood rearing success. Later studies shifted toward following reintroduced birds fitted with radio collars and more recently, GPS transmitters to monitor various aspects of survival and nesting success.

AGREEMENT

between the

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

and the

BRIGHAM YOUNG UNIVERSITY

for the

Study of Sage Grouse in the Strawberry Valley

I. Authority

This Agreement, hereinafter the AGREEMENT, between the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, hereinafter the COMMISSION and the BRIGHAM YOUNG UNIVERSITY, hereinafter the BYU, individually or collectively known as the PARTY or PARTIES is made and entered into pursuant to the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575, as amended), the Utah Natural Resources Act (U.C.A. 63-34-7), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 et. seq.).

Section 301(h)(4) of the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575) contain the Central Utah Project (CUP) Completion Act, hereinafter the ACT. The ACT provides for an orderly completion of the CUP, the largest participating project of the 1956 Colorado River Storage Project (CRSP), by authorizing an increase in the original appropriations ceiling for CUP. Titles III and IV of the ACT specifically address fish, wildlife, and outdoor recreation mitigation and enhancement opportunities. Title III of the ACT also established the COMMISSION to expend Federal funds appropriated under Titles III and IV. In addition, the COMMISSION will assume implementation of Section 8 of the CRSP in Utah.

II. Appropriateness of authority

The authority cited above is appropriate to the subject matter of this agreement allowing the COMMISSION to grant funds to BYU. The COMMISSION has hired staff and developed its administrative and fiscal policies and procedures since inception in July of 1994; however, additional support is requested from other agencies to meet its statutory responsibilities.

III. Background

The Uinta National Forest in cooperation with the COMMISSION completed the Strawberry Valley Area Assessment in December 1997. That assessment identified Sage grouse as being a high priority for restoration given its current low numbers. There is a clear nexus between the decline of Sage grouse and federal reclamation projects. Approximately seventeen thousand acres of high-quality Sage grouse habitat, and four of five display/breeding sites were inundated by the enlargement of Strawberry Reservoir as part of the Central Utah Project. An additional factor leading to the decline of Sage grouse was an estimated fourteen thousand acres of upland sagebrush that were eliminated using herbicides during range enhancement projects, while under management by the Strawberry Valley Water Users Association as part of the Strawberry Valley Project. Much of the remaining sagebrush vegetation was overgrazed, resulting in a reduction of hiding and brood-rearing habitat for Sage grouse.

An interagency team (the Strawberry Valley Adaptive Resource Management Local Working Group) has been formed to facilitate the conservation of the Sage grouse. The goal of the effort is to enable the Sage grouse to once again become a functioning and viable component of the Strawberry Valley ecosystem. The working group Team agrees as to how to proceed with Sage grouse conservation efforts. This agreement is reflected in the following purpose and scope of work.

IV. Purpose

This AGREEMENT is for the purpose of obligating funds to the BYU on a reimbursable basis for professional services and other related expenses incurred when completing tasks identified in Article VI – Scope of Work. This AGREEMENT is intended to be modified, as needed, in writing, by the mutual consent of the PARTIES to modify tasks or adjust funding levels.

V. Term of Agreement

This AGREEMENT shall become effective July 1, 2024, and shall remain in force and effect until June 30, 2029, at which time the Article V - Scope of Work described herein shall be completed unless extended or terminated by written mutual agreement.

VI. Scope of Work – Specific Obligations of the PARTIES

A. The COMMISSION will:

1. Reimburse the BYU on a quarterly basis up to the cumulative total of \$60,000 for cost associated with completing tasks identified in Article VI – Scope of Work.
2. Assume the lead and provide program oversight and administrative support pertinent to the AGREEMENT.
3. Ensure that frequent communication occurs between the PARTIES through bi-weekly or as needed meetings to discuss information related to this AGREEMENT.

B. BYU will:

1. Assign appropriate staff, procure equipment and supplies, and obtain required permits necessary to complete the following tasks:

- a. Completed data collection, technical assistance, and oversight of the study following Attachment A – Project Funding Proposal.
- b. Provide all equipment and supplies necessary to complete tasks listed in this AGREEMENT and Attachment A – Project Funding Proposal.
- c. Exchange technical information, progress reports, and other information requested by the COMMISSION pertaining to tasks under this AGREEMENT.
- d. Assign and supervise BYU personnel and complete procedures necessary to fulfill this AGREEMENT.
- e. Provide financial reports detailing expenditures in appropriate categories on forms listed in VIII.

2. On Commission-owned parcels, complete stewardship activities as approved by the COMMISSION, as needs are identified. Such approval may be obtained in writing or via email from the COMMISSION's Project Officer for this AGREEMENT. BYU will be responsible for obtaining all permits required to complete the activities and coordinating with adjacent landowners and other appropriate individuals that may be directly affected by the activities.

3. Provide required documents listed in Section VII – Payment of Funds, paying special attention to the quarterly financial reports detailing expenditures related to the above task categories using form MCC-200: Project Management and Biological Monitoring and a narrative detailing accomplishments and proposed activities for the next quarter is also due.

4. Comply with the terms of Standard Form 424B "Assurances - Non-Construction Programs" attached hereto and incorporated herein.

C. The PARTIES mutually agree:

1. Appoint a Project Officer to represent each PARTY in all matters regarding the AGREEMENT, update each PARTY of any changes, and designate staff members responsible for monitoring implementation.

2. The Scope of Work contained herein is intended to be completed during the agreement period, with funding to be provided for each annual increment, on an annual basis, by modification of this AGREEMENT.

3. Annual modifications to this AGREEMENT for the purpose of obligating additional funds for the next annual increment of work is contingent upon appropriation of funds by the U.S. Congress and reservation of funds made therefore by the COMMISSION.

4. If BYU does not request reimbursement of the entire yearly obligation amount, the balance may be carried forward into the next fiscal year unless formally deobligated by the COMMISSION. No legal liability on the part of the COMMISSION for any payment may arise from performance under this AGREEMENT until funds are made available for performance.

5. Participate in all meetings scheduled for the purpose of exchanging technical information, providing progress reports, or other information requested by the either PARTY pertaining to activities under this AGREEMENT.

6. Provide technical or procedural advice and assistance, in a timely manner, at the request of either PARTY.

7. To arrange for, or confirm, all necessary compliance with Federal and state laws.

8. To review progress of work done under this AGREEMENT and to notify one another in advance of substantive changes in work to be done or expected accomplishment. All such changes shall be subject to negotiation, agreement, and modification by written AGREEMENT of the PARTIES, pursuant to Article VIII.

9. The COMMISSION reserves the right to provide input on solicitation documents and award packages prior to the award of any contract. All solicitations and contracts shall be in writing with a copy furnished to the COMMISSION. If any contracts are utilized, the terms of the following clause shall apply:

**UTILIZATION OF SMALL BUSINESS CONCERNS
AND SMALL DISADVANTAGED BUSINESS CONCERNS**

It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing grants and cooperative agreements awarded by any Federal agency.

The BYU hereby agrees to carry out this policy and the awarding of sub-agreements and contracts to the fullest extent consistent with efficient grant/cooperative agreement performance. The BYU further agrees to cooperate on any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the recipient's compliance with this clause.

As used in the AGREEMENT the term "small business concern" shall mean a small business as defined pursuant to the Small Business Act (15 U.S.C. 631 et seq.) and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

- a. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- b. Whose management and daily business operations are controlled by one or more such individuals.

BYU shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantage by the Administration pursuant to the Small Business Act (15 U.S.C. 631 et seq.)

BYU, acting in good faith, may rely on written representation by their sub-recipients or contractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

VII. Project Officers

For the COMMISSION:

Mrs. Jessie Stegmeier, Project Coordinator
Utah Reclamation Mitigation and Conservation Commission
230 South 500 East, Suite 230
Salt Lake City, Utah 84102
jstegmeier@gmail.com
385-443-1702

For BYU:

Dr. Randy Larsen, Professor, Plant and Wildlife Sciences
BRIGHAM YOUNG UNIVERSITY
701 East University Parkway Dr. 5046 LSB
Provo, Utah 84602
Randy_larsen@buy.edu
801-422-2322

VIII. Payment of Funds

BYU shall submit to the COMMISSION a completed reimbursement request at or near the end of each month. The reimbursement request shall be submitted with supporting documentation for actual expenditures incurred under this Agreement and must include the following forms:

1. SF-270 Standard Form 270 Request for Reimbursement

- | | |
|---------------------|---|
| 2. MCC-100 | Mitigation Commission Reimbursement Form |
| 3. MCC-200 | Mitigation Commission Task Breakdown Form for the following AGREEMENT: Project Management and Biological Monitoring |
| 4. Narrative Report | Description of activities and accomplishments under each approved task. Identify activities planned for next quarter. |
| 5. MCC-300 | Property and Capital Equipment Inventory <i>(Only prepare if property or capital equipment is purchased.)</i> |
| 6. SF-269A | Standard Form 269A Financial Status Report <i>(only prepare with final request for reimbursement.)</i> |

BYU shall retain all original receipts, invoices, vouchers, etc. substantiating all expenditures requested for reimbursement. These documents shall be made available to the COMMISSION upon request. All completed reimbursement requests shall be mailed to:

Utah Reclamation Mitigation and Conservation Commission
Attn: Channa Vyfvinkel, Financial Officer
230 South 500 East, Suite 230
Salt Lake City, Utah 84102
cvyfvinkel@usbr.gov

The COMMISSION'S Project Officer will provide a timely verification and approval of the reimbursement request. Upon approval, the COMMISSION will authorize its fiscal agent to make payment by means of a funds transfer to the BYU. The COMMISSION will provide the BYU with notification of its approval and authorization for payment.

IX. Modifications

Modifications to this AGREEMENT may be proposed by any PARTY and shall become effective only upon written approval executed by signature of all PARTIES.

BYU will assume all risks, liabilities, and consequences of performing additional work outside of their specified scope of work, unless prior written approval is secured from the COMMISSION's Project Officer.

X. Termination

This AGREEMENT may be terminated prior to the completion date specified in Article III by any PARTY upon thirty (30) days written notice to the others. Upon receipt of such written notice, the BYU will provide an accounting of remaining funds and outstanding contractual obligations of funds and return such funds to the COMMISSION. Upon termination pursuant to this Article, all materials produced under this AGREEMENT, whether complete or incomplete, shall be immediately provided by the BYU to the COMMISSION.

The COMMISSION shall pay for all work which, in the exercise of due diligence, the BYU is unable to cancel prior to the effective date of termination. Payments made under this

AGREEMENT, including payments under this article, shall not exceed the amount elsewhere specified herein.

XI. Resolving Disagreements

If disagreements arise between/among the PARTIES, they must be resolved according to the procedures discussed below:

1. The PARTIES shall attempt first to resolve disagreements through informal discussion among the subordinate staff responsible for project implementation.
2. If the disagreement cannot be resolved through informal discussion, each shall document the nature of the disagreement and bring it to the attention of their respective Project Officers.
3. After reviewing the facts of the disagreement, the Project Officers will arrange a formal meeting. The PARTIES will collectively decide on any varied approaches which might be used to resolve the disagreement. The PARTIES shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement.
4. Ultimately, if all other attempts at resolving the disagreement fail, a decision will be made by the COMMISSION whose decision shall be final and conclusive.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of continuation of the AGREEMENT (since any party may terminate the AGREEMENT with the specified notice), or other matters specifically addressed by the AGREEMENT itself.

XII. Contingent upon Appropriation

The financial obligation of the COMMISSION under this AGREEMENT is contingent upon appropriation and reservation of funds being made.

XIII. Property Ownership, Management, and Disposition

Title to all property and equipment acquired with AGREEMENT funds shall be vested in the recipient, subject to the condition that the property shall be used for the authorized purposes of the project. Should the recipient wish to take unrestricted title to any equipment or property acquired or to change the use of the facilities or real property so acquired, such transactions shall be governed by 2 CFR 200.

Unless otherwise specified in this AGREEMENT all procurement of property or equipment exceeding \$3,000.00 using AGREEMENT funds shall be approved in writing by the COMMISSION prior to the transaction being initiated. In addition, a physical inventory of all property and equipment acquired with AGREEMENT funds must be taken and the results provided to the COMMISSION at the termination of this AGREEMENT.

XIV. Data Files

All data files developed in fulfillment of the terms of this AGREEMENT shall become the property of the COMMISSION (this includes but is not limited to GIS coverages, databases, electronic and magnetic media, reports, inventories, drawings, maps, etc.). Prior to final payment being made, the COMMISSION's Project Officer shall be contacted to determine the disposition of data.

XV. Signatures

The PARTIES hereby agree to the forgoing provisions of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION:

By: _____ Date: _____
Brad Barber, Commission Chair

For BRIGHAM YOUNG UNIVERSITY

By: _____ Date: _____
Dr. Randy Larsen, Professor – Plant and Wildlife Sciences, Provo, Utah

By: _____ Date: _____
Gene R. Larson, Director – Research Administration, Provo, Utah

Attachment A

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**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION CONSIDERATION
May 16, 2024**

AGENDA ITEM NO.: 4B
TITLE: Native Cutthroat Trout Conservation
COOPERATORS: Utah Division of Wildlife Resources
EFFECTIVE DATES: January 1, 2021 through December 31, 2025
CUPCA AUTHORITY: Section 307(a)(4)
FINANCIAL COMMITMENTS:

Original Agreement:	\$ 20,000
<u>Proposed Modification 001</u>	<u>\$ 20,000</u>
Total	\$ 40,000

SCOPE OF WORK: This modification provides funding for 2024.
PLAN REFERENCE: Pages 2-61 FY2021-2025 Mitigation and Conservation Plan and
FY2020 Annual Report
STAFF CONTACT: Paul Abate, Project Coordinator

SUMMARY: The purpose and objectives of the agreement are to identify Bonneville and Colorado River cutthroat trout remnant populations within the identified Geographic Management Units of Utah. The Commission made an Environmental Commitment in its Record of Decision for the Wasatch County Water Efficiency Project with Daniel Replacement Pipeline to cooperate with the Utah Division of Wildlife Resources and U.S. Fish and Wildlife Service to help further the efforts of the Conservation Strategies for native cutthroat trout, with the objective of restoring populations of native cutthroat trout. Section 307 of CUPCA authorized funding for native cutthroat trout conservation in Utah. This agreement modification authorizes funds to continue to fulfill this commitment.

MODIFICATION NO. 001
AGREEMENT NO. 21FCUT-2510
UTAH DIVISION OF WILDLIFE RESOURCES
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

1. **AGREEMENT TITLE:** Native Cutthroat Trout Conservation
2. **PURPOSE:** To obligate additional funds for performance.
3. **DESCRIPTION OF CHANGES:**
A. Modify Article V.A.1. SCOPE OF WORK - SPECIFIC OBLIGATIONS OF THE PARTIES: THE COMMISSION WILL: as follows:
“1. Reimburse the DIVISION up to a maximum of ~~\$20,000~~ **\$40,000** for all approved expenses, services, equipment, materials and supplies to complete the terms of the Scope of Work required of the DIVISION in this AGREEMENT.”
4. **AGREEMENT PRICE:** The agreement price is increased by \$20,000.00.

FUNDING HISTORY TO DATE:

Instrument	Value	Reservation
Original	\$ 20,000	\$ 20,000
Modification No. 004	<u>\$ 20,000</u>	<u>\$ 20,000</u>
Total	\$ 40,000	\$ 40,000

5. **SIGNATURES**
The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____
Brad Barber, Commission Chair

Date: _____

For the UTAH DIVISION OF WILDLIFE RESOURCES

By: _____
J. Shirley, Director

Date: _____

By: _____
Sarah Scott, Fiscal Manager

Date: _____