

State of Utah
 Department of Natural Resources
 Division of Wildlife Resources

Contract No. 181771
Amend No.

GRANT INFORMATION

Date 3/14/2018

Vendor No. VC0000141904 Com 9ell9

Vendor Tooele County

Address _____

City _____ State _____ Zip Code _____

Description of work to be completed.

WRI project #4355 - Onaqui Complex Fire 2017

Receivable Payable Land Acquisition MOU Easement/Right of Way

NUMBER OF FTE'S PER THIS CONTRACT:

# of AJ's	0
# of AL's	0
# of B's	0
Total number of FTE's	0

Funding Source, if Payable Contract: WRI

DELIVERABLES (Reports, products, materials):

	Due Date:

Effective Date _____ Date of Last Signature _____
 Expiration Date 6/30/2018

Total Amount to be Received/Paid:

Description	Amount
	\$35,800.00
TOTAL	\$35,800.00

Charge indirects Yes No

Is this a new Project number? Yes No

A budget change form will need to be submitted with all contracts, including amendments.

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Unit	Appr	Activity	Function	Program	Object	Amount	SLO Use
5540	RFF	XEHD		E4Z185A29		\$35,800.00	
TOTAL						\$35,800.00	

Contract Monitor: Daniel Eddington

Section Chief Approval: *Whaley A*

UNCLASSIFIED
DATE 10/10/01 BY [illegible]

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UNCLASSIFIED

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SECRET

181771

Cooperative Agreement

BETWEEN
TOOELE COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Tooele County for completion of the *Onaqui Complex Fire 2017 (WRI # 4355)* proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI).

The Parties agree as follows:

1. UDWR will:
 - a. Reimburse Tooele County up to \$35,800 for the completion of the *Onaqui Complex Fire 2017 (WRI # 4355)*.
 - b. UDWR will assist with entering of project completion reports as needed.
2. Tooele County will:
 - a. Will spray squarrose knapweed on 716 acres with herbicide (Milestone, Tordon, Grazon) as directed by the Bureau of Land Management (BLM) for *Onaqui Complex Fire 2017 (WRI # 4355)*. Project activities will be completed by September 30, 2018.
 - b. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by November 30, 2018.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

2018

Agreed to by:

Wade B. Bitner
Tooele County

17 MARCH 2019
Date

Michael S. L. ACTING DIRECTOR
Division of Wildlife Resources/Director

3/22/18
Date

J. Ballwartz
Division of Wildlife Resources/Financial Manager

3/21/18
Date

CONTRACT RECEIVED AND PROCESSED BY
DIVISION OF FINANCE
State of Utah/Division of Finance

MAR 28 2018
Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred,

ARTICLE

suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL

[ADD PROJECT PROPOSAL]

Onaqui Complex Fire 2017

Project ID: 4355
Status: Current
Fiscal Year: 2018
Submitted By: N/A
Total Acres: 16,174

Project Manager: Robert Edgel
PM Agency: Utah Division of Wildlife Resources
PM Office: Central Region
Lead: Utah Department of Natural Resources
WRI Region: Central

Description:

This was a 38,190-acre fire that burned on the west side of the Onaqui mountains.

Location:

West side of Onaqui mountains. Approximately 10 miles west of Vernon, UT.

PROJECT NEED

Need For Project:

Much of the fire burned in areas dominated by cheatgrass. Without herbicide treatment and seeding of adapted perennial grasses most of this burned area will continue to be dominated by cheatgrass and the fire frequency in this area will increase.

The fire occurred near occupied Greater Sage-grouse (GRSG) habitat. The fire and past fires have killed Wyoming Big Sagebrush that is needed to provide feed and cover for GRSG. The draft Greater Sage-grouse planning EIS identifies wildfire and invasive species as the leading threat to the Sheeprocks GRSG Population.

Objectives:

1. Stabilize exposed soils of the Onaqui Fire Complex area.
2. Re-establish native and preferred grasses and shrubs.
3. Prevent invasive and noxious weed species from establishing in the burned area.
4. Improve the habitat for sage-grouse, mule deer, and other wildlife.

Threats / Risks:

The Onaqui Complex fire burned hot and removed most of the soil's protective cover. The bare soils pose risks to wind and water erosion, roads, and the watershed. This fire has opened a window of opportunity for noxious and invasive weeds. Squarrose knapweed the most significant noxious weed concern in different areas of the fire. This knapweed typically increases logarithmically after fire disturbances, such as the nearby 2011 Desert Mountain Fire (GEL6).

Cheat grass is found in many of the surrounding areas of the fire and will likely dominate the landscape if other plants are not seeded.

Relation To Management Plan:

Because squarrose knapweed has been a long-term problematic noxious weed for the Fillmore Field Office (FFO) in the northern portion of the office area, the Squarrose Knapweed Management Demonstration Area (SKDMA) was established in 1997. SKDMA is a multi-partner organization made up of various government and private entities that were organized to help tackle the squarrose knapweed problem. Partners involved include two BLM offices, one Forest Service office, Utah State University, U.S.U. Extension Service, APHIS, Utah Dept. of Natural Resources, Utah Division of Wildlife Resources, and four county governments. SKDMA has been making collaborative efforts to educate the public on the problem and work with its partners to control knapweed since its inception in 1997. Each year SKDMA and other BLM efforts are carried out through Integrated Pest Management to control the spread and proliferation of squarrose knapweed.

The most important factor in the control of weeds is aerial seeding treatments, which would establish perennial plants that are needed to occupy space and compete with noxious and invasive weeds.

Fire / Fuels:

This project will help to prevent the establishment of a monoculture of annual grasses and weeds that are more prone to fire and will change the fire frequency. This will also help to reduce the risk of future fires by having vegetation that holds more moisture later into the summer.

Water Quality/Quantity:

The fire has removed all vegetation and the soil is exposed and vulnerable to erosion. This project will help to

establish vegetation that will stabilize the soil and help to reduce the amount of sediment that will enter streams and washes. This will help to improve the water quality of the watershed. Also, currently moisture will move across the soil more quickly and water quantity will be lost. This project will help establish vegetation that will hold more moisture in the system and allow for it to soak into the soil and enter under ground water storage.

Compliance:

All the necessary archaeological clearances will be conducted to ensure that no cultural resources are damaged by the soil disturbance.

Methods:

Acres identified will be sprayed with 5 oz of Plateau herbicide surfactant and 3 to 5 gallons of water per acre during the fall of 2017. These areas will be left fallow until the fall of 2018 when the BLM will drill seed approximately 13,000 acres.

Monitoring:

BLM will establish a vegetation trend study that will be read after each growing season for five years after the fire (2017-2022).

Partners:

The BLM is partnering with the UDWR to re-hab this fire.

Future Management:

Fences are being built to help keep livestock from grazing the areas that will be seeded for at least two growing seasons.

The BLM and SITLA will work with permittee to also ensure that this happens.

Domestic Livestock Benefit:

Re-seeding and chaining this area will help to establish perennial grasses and forbs that will have greater value for livestock especially in the later summer months.

BUDGET	WRI/DWR	Other	Budget Total	In-Kind Total	Grand Total
	\$1,308,325.00	\$0.00	\$1,308,325.00	\$264,600.00	\$1,572,925.00

Item	Description	WRI	Other	In-Kind	Year
Materials and Supplies	623 gallons of Plateau herbicide @ \$107/gal (5 oz per acre) 500 gals surfactant @ \$14/gal (4 oz/acre)	\$74,700.0	\$0.00	\$0.00	2018
Contractual Services	Aerial application of Plateau herbicide @ \$12/acre	\$194,088.	\$0.00	\$0.00	2018
Seed (GBRC)	Seed mix for 13,061 acres of drill seeding @ \$59.45/acre	\$776,633.	\$0.00	\$0.00	2018
Equipment Rental/Use	Backhoe use for 1 day to dig guzzler hole	\$0.00	\$0.00	\$500.00	2018
Contractual Services	BLM drill seeding 13,150 acres @ \$20/acre	\$0.00	\$0.00	\$263,000.	2018
Materials and Supplies	1,800 gallon Boss tank with 16' X 32' metal apron	\$8,000.00	\$0.00	\$0.00	2018
Contractual Services	Guzzler tank and apron install, 30 man hours @ \$20/hr	\$0.00	\$0.00	\$600.00	2018
Personal Services (permanent employee)	Removing old guzzler, digging new guzzler hole, mics project administration	\$0.00	\$0.00	\$500.00	2018
Contractual Services	Cultural Clearance on 13,694 acres @ \$16/acre	\$219,104.	\$0.00	\$0.00	2018
Contractual Services	Spray squarrose knapweed on 716 acres	\$35,800.0	\$0.00	\$0.00	2018

FUNDING	WRI/DWR	Other	Funding Total	In-Kind Total	Grand Total
	\$1,719,694.00	\$0.00	\$1,719,694.00	\$264,600.00	\$1,984,294.00

Source	Phase	Description	Amount	Other	In-Kind	Year
BLM ESR		Not on a mod yet.	\$310,297.	\$0.00	\$0.00	2018
BLM ESR			\$0.00	\$0.00	\$263,000.	2018

Source	Phase	Description	Amount	Other	In-Kind	Year
DNR Watershed	N362	money for to spray Plateau on 241 acres of SITLA land and buy kochia and sagebrush seed for the BLM	\$67,861.0	\$0.00	\$0.00	2018
Volunteers		Volunteers to install new guzzler	\$0.00	\$0.00	\$600.00	2018
DWR		in-kind work to replace guzzler	\$0.00	\$0.00	\$1,000.00	2018
BLM ESR	N672	2017 Mod 9	\$1,341,53	\$0.00	\$0.00	2018

EXPENSE	WRI/DWR	Other	Expense Total	In-Kind Total	Grand Total
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Source	Phase	Description	Amount	Other	In-Kind	Year
BLM ESR		N/A	\$0.00	\$0.00	\$0.00	
BLM ESR		N/A	\$0.00	\$0.00	\$0.00	
DNR Watershed	N362	N/A	\$0.00	\$0.00	\$0.00	
Volunteers		N/A	\$0.00	\$0.00	\$0.00	
DWR		N/A	\$0.00	\$0.00	\$0.00	
BLM ESR	N672	N/A	\$0.00	\$0.00	\$0.00	

SPECIES

Species	"N" Rank	HIG/F Rank
Mule Deer		1
Threat		Impact
Droughts		Medium
Inappropriate Fire Frequency and Intensity		High
Invasive Plant Species – Non-native		High
Greater Sage-grouse	N3	1
Threat		Impact
Inappropriate Fire Frequency and Intensity		Very High
Pronghorn		3
Threat		Impact
Droughts		High
Inappropriate Fire Frequency and Intensity		Medium

HABITATS

Habitat
Lowland Sagebrush
Threat
Inappropriate Fire Frequency and Intensity
Impact
Very High

PROJECT COMMENTS

181771

Comment 09/05/2017

Type: Financial

Commenter Monson Shaver

The finance for cultural in this project needs to be updated to reflect the \$214,272 at \$16/acre not \$15. M.

COMPLETION

Start Date:

09/11/2017

End Date:

01/01/2018

FY Implemented:

2018

FY Completed:

2018

Final Methods:

Sprayed Plateau on 16,352 acres of the Onaqui fire by fixed wing aircraft. Spraying began on September 27th and ended on October 12th. Sprayed 5 oz of Plateau, 1 oz surfactant and 3 gallons of water per acre.

Project Narrative:

The fire area received some moisture from storms before the spray treatment was started. However, it did not appear that there was much cheatgrass germination on the burned areas.

Future Management:

BLM and SITLA lands treated on this project. Grazing will be deferred for at least 2 growing seasons after the drill seeding.

Map Features

ID	Feature Category	Action	Treatment/Type
6074	Terrestrial Treatment Area	Herbicide application	Aerial (fixed-wing)
6074	Terrestrial Treatment Area	Seeding (primary)	Drill (rangeland)
6076	Terrestrial Treatment Area	Herbicide application	Aerial (fixed-wing)