

70 2680

Cooperative Agreement

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

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is effective from September 17, 2019 to June 30, 2020, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Tooele County Corporation for completion of the *Lower Hickman Canyon PJ Removal Phase 2 (WRI #5142)* proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI).

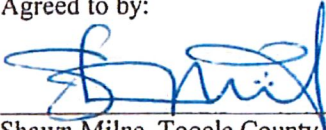
The Parties agree as follows:

1. Utah DWR will:
 - a. Provide up to \$0.00 for the completion of the *Lower Hickman Canyon PJ Removal Phase 2 (WRI #5142)*.
 - b. Contract with a contractor to reseed and masticate 750 acres of Pinyon/Juniper trees on the *Lower Hickman Canyon PJ Removal Phase 2 (WRI #5142)*. These services will run through UDWR's State Contracting Bid System and will be bid on a per acre basis.
 - c. Oversee project work and submit a completion reports in the WRI online database within 3 months of completion of project or by August 31, 2020.
2. Tooele County Corporation will:
 - a. Reimburse UDWR \$130,000.00 to reseed and masticate 750 acres of Pinyon/Juniper trees on the *Lower Hickman Canyon PJ Removal Phase 2 (WRI #5142)* through the UPCD Watershed Restoration Initiative. Project activities will be completed by June 30, 2020.

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

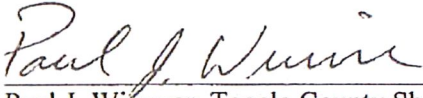
Agreed to by:



Shawn Milne, Tooele County Commissioner

23 Sept. 2019

Date



Paul J. Wimmer, Tooele County Sheriff

9/20/19

Date



ACTING DIRECTOR

Division of Wildlife Resources/Director

9.27.19

Date



Division of Wildlife Resources/Financial Manager

9/26/19

Date

State of Utah/Division of Finance

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, 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]



UTAH DEPARTMENT OF WILDLIFE RESOURCES
1600 WEST 1300 SOUTH, SUITE 200
SALT LAKE CITY, UT 84119

Lower Hickman Canyon PJ Removal Phase 2

Project ID: 5142
Status: Draft
Fiscal Year: 2020
Submitted By: N/A

Project Manager: Boyd White
PM Agency: Utah Division of Wildlife Resources
PM Office: Northern Region
Lead: Utah School and Institutional Trust Lands
WRI Region: Central

Description:

The area in and around the mouth of Hickman Canyon are being encroached by Pinyon and juniper which needs to be mitigated to maintain and or increase forage for wildlife and livestock. The plan is to reseed and bullhog 750 acres of phase two and three PJ this fall.

Location:

Hickman Canyon is located 10 miles south of Grantsville, UT on the east bench of the Stansbury Mountain range.

Project Need

Need For Project:

To mitigate the affect off pinyon/juniper (PJ) encroachment on sagebrush ecological sites and restore resistance and resiliency of these habitats vital to wildlife and livestock.

Objectives:

Reseed a prescribed seed mix and masticate 750 acres of phase two and three PJ.

Threats / Risks:

The threat is the disappearance of understory species from the dominance of PJ encroaching into the sagebrush landscape. Also the risk of catastrophic fire regimes if the PJ remains standing.

Relation To Management Plan:

http://wildlife.utah.gov/hunting/plans/deer_18.pdf

<http://utahcbcp.org/files/uploads/westdesert/WDARMSAGRPlanFinal.pdf> Mule Deer Unit 18 Mgt Plan Objectives/Strategies: a) Reduce expansion of Pinyon-Juniper woodlands into sagebrush habitats and improve habitats dominated by Pinyon-Juniper woodlands by completing habitat restoration projects like lop & scatter, bullhog and chaining. b) Condition of winter ranges is a long-term problem. c) Fire and encroachment by pinyon and juniper trees results in the loss of forage production, diversity and

quality. d) Cooperate with federal land management agencies and private landowners in carrying out habitat improvement projects. e) The primary concern on the studies within the subunit is the abundance of weedy annual grass species (cheatgrass), particularly on the lower elevation sites. This plan addresses the condition of winter range in the project area by dealing with PJ expansion, condition of winter range by planting browse species, reducing fuel loads, coordinating with Federal land management agencies, and mitigating weedy annual grass species.

http://wildlife.utah.gov/hunting/plans/deer_19.pdf Utah DWR Statewide Management Plan for Mule Deer Objectives/Strategies: a) Programs that provide incentives to private landowners to manage their properties for mule deer and other wildlife are critical to the success of the state's deer management program. b) Conserve, improve, and restore mule deer habitat throughout the state with emphasis on crucial ranges. c) Maintain mule deer habitat throughout the state by protecting and enhancing existing crucial habitats and mitigating for losses due to natural and human impacts. d) Work with local, state and federal land management agencies via land management plans and with private landowners to identify and properly manage crucial mule deer habitats, especially fawning, wintering and migration areas. e) Improve the quality and quantity of vegetation for mule deer on a minimum of 500,000 acres of crucial range by 2019. f) Initiate broad scale vegetative treatment projects to improve mule deer habitat with emphasis on drought or fire damaged sagebrush winter ranges, ranges that have been taken over by invasive annual grass species, and ranges being diminished by encroachment of conifers into sagebrush or aspen habitats, ensuring that seed mixes contain sufficient forbs and browse species. g) Continue to support and provide leadership for the Utah Watershed Restoration Initiative, which emphasizes improving sagebrush-steppe, aspen, and riparian habitats throughout Utah. This plan addresses improving and restoring Mule deer habitat, by working in cooperation with partners, mitigating invasive annual species, ensuring that seed mixes contain sufficient forbs, and browse species, and improving sagebrush-steppe.

https://wildlife.utah.gov/hunting/biggame/pdf/mule_deer_plan.pdf Utah Greater Sage grouse Mgt. Plan 2013 Objectives/Strategies: a) Enhance an average of 25,000 acres of sage-grouse habitat in Sage-grouse Management Areas annually. b) Increase the total amount of sage-grouse habitat acreage within Sage-grouse Management Areas by an average of 50,000 acres per year, through management actions targeting Opportunity Areas. c) Removal of encroaching conifers may create new habitat or increase the carrying capacity of habitat and thereby expand grouse populations, or the distribution of water into wet meadow areas may improve seasonal brood-rearing range and enhance greater sage-grouse recruitment. d) Aggressively remove encroaching conifers and other plant species to expand greater sage grouse habitat where possible. e) Livestock grazing is a major resource use in most SGMAs, and can be an effective tool to improve habitat quality and seasonal nutrition, and thereby enhance local populations. f) Removal of trees to less than 5% cover and g) maintenance of at least 10% sage brush cover; h) Maintain forb cover greater than 10% and grass cover greater than 10% during nesting/brood-rearing season; i) Maintain or improve wet meadows, when present; and j) Installation of green-strips or firebreaks to protect existing habitat. k) An improvement to existing habitat that does not result in an acreage gain. For example: Removal of pinon-juniper conifer trees in young open canopy stands still used by sage grouse. This plan will help toward the acreage goals for enhancement and increased Sage grouse habitat by removal of PJ in existing use areas, opening up new habitat and providing a diversity of seeded species for livestock and wildlife. Part of the plan is to enhance wet meadows through seeding. https://wildlife.utah.gov/uplandgame/sage-grouse/pdf/greater_sage_grouse_plan.pdf

Fire / Fuels:

Reduction of standing fuels (PJ) and reducing the fire risk index.

Water Quality/Quantity:

Improve both water quality and quantity.

Compliance:

The cultural resource inventory (CRI) has been finished. The NRCS CPA-52 provides the environmental assessment for the project.

Methods:

Aerial seeding of 750 acres with a prescribed seed mix and mastication of 750 acres.

Monitoring:

Photo points.

Partners:

SITLA, DWR, FFSL, Tooele County Cooperative

Future Management:

Rx Grazing

Domestic Livestock Benefit:

Rx Grazing and forage, shelter, and water for sagebrush obligate wildlife species.

Budget	WRI/DWR	Other	Budget Total	In-Kind	Grand Total
	\$0.00	\$294,465.00	\$294,465.00	\$0.00	\$294,465.00

Item	Description	WRI	Other	In-Kind	Year
Seed (GBRC)	Purchase Rx seed mix for 750 acres to be applied aerially @ \$97.56/ac = \$73,167.00	\$0.00	\$73,167.00	\$0.00	2020
Contractual Services	Aerial application of Rx seed mix on 750 acres @ \$10.00/ac = \$7,500.00	\$0.00	\$7,500.00	\$0.00	2020
Contractual Services	Mastication of 750 acres @ \$285.00/ac = \$213,798.00	\$0.00	\$213,798.00	\$0.00	2020

Funding	WRI/DWR	Other	Funding Total	In-Kind	Grand Total
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\$0.00 \$294,465.00 \$294,465.00 \$0.00 \$294,465.00

Source	Phase	Description	Amount	Other	In-Kind	Year
FFSL Watershed		Funding from the Tooele County Corporation managed by Forestry Fire and State Lands within the County	\$0.00	\$130,000.00	\$0.00	2020
Natural Resources Conservation Service (NRCS)		NRCS to reimburse DWR through a cooperative agreement.	\$0.00	\$164,465.00	\$0.00	2020

Species

Species	"N" Rank	HIG/F Rank
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Domestic Livestock

Threat	Impact
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No Threat

NA

Greater Sage-grouse

N3

1

Threat	Impact
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Brush Eradication / Vegetation Treatments

High

Greater Sage-grouse

N3

1

Species	"N" Rank	HIG/F Rank
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Threat	Impact
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Problematic Plant Species – Native Upland

High

Mule Deer

1

Threat	Impact
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Problematic Plant Species – Native Upland

High

Habitats

Habitat

Mountain Sagebrush

Threat	Impact
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Problematic Plant Species – Native Upland

Very High

Project Comments

Completion

Start Date:

End Date:

FY Implemented:

Final Methods:

Project Narrative:

Future Management:

Map Features

N/A

Project Map

N/A