

RESOLUTION NO. R-5-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE AND EAGLE MOUNTAIN CITY, RELATED TO THE COMPLETION OF EAGLE MOUNTAIN DEER MIGRATION CORRIDOR PRESERVATION FY26 PROPOSED THROUGH THE WATERSHED RESTORATION INITIATIVE

PREAMBLE

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, interlocal agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Utah Department of Natural Resources, Division of Wildlife Resources and Eagle Mountain City desire to facilitate the completion of Eagle Mountain Deer Migration Corridor Preservation FY26 (WRI # 7537), proposed through the Watershed Restoration Initiative (WRI); and

WHEREAS, the project represents Phase 3 of the ongoing Deer Migration Corridor Fencing effort, which supports wildlife safety and habitat preservation; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an interlocal cooperation agreement with Utah Department of Natural Resources, Division of Wildlife Resources for the completion of the Eagle Mountain Deer Migration Corridor Preservation, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The Interlocal Cooperation Agreement with Utah Department of Natural Resources, Division of Wildlife Resources, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Lacie Messerly
Deputy Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of July, 2025.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☐ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☒ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright




Lacie Messerly
Deputy Recorder

Exhibit A

Cooperative Agreement

BETWEEN
EAGLE MOUNTAIN CITY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23A-2-401, this COOPERATIVE AGREEMENT is made and entered into upon the date of 07/01/2025, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Eagle Mountain City for completion of *Eagle Mountain Mule Deer Migration Corridor Preservation FY26 (WRI # 7537)* proposed through the Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2025 through October 1, 2027.

The Parties agree as follows:

1. UDWR will:

- a. Reimburse Eagle Mountain City) actual cost up to \$200,000 for completion of the *Eagle Mountain Mule Deer Migration Corridor Preservation FY26 (WRI # 7537)*.
- b. UDWR will assist with entering of project completion reports as needed.
- c. The contract monitor(s) at UDWR will be:

Daniel Eddington	Josee Seamons
danieleddington@utah.gov	jseamons@utah.gov
435 820-6024	385 421-1277

2. Eagle Mountain City will:


- a. Install 8' wildlife exclusion fencing along 13,430 feet of roadways to facilitate mule deer migration through the corridor.
 - i. All applicable federal guidance and regulations related to the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. All iron, steel, manufactured products, articles, materials, and supplies that are incorporated into or affixed to a permanent or semi-permanent fixture on the landscape must be produced in the United States.
- 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 August 31, 2028.

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:



Mayor Tom Westmoreland
Eagle Mountain City

7/15/2025

Date

ATTEST: 

Lacie Messerly, Deputy Recorder

Division of Wildlife Resources/Deputy Director

Date

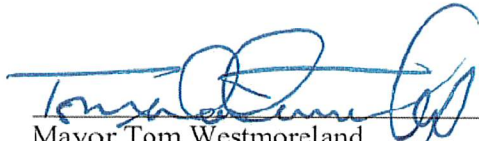
Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

Agreed to by:



Mayor Tom Westmoreland
Eagle Mountain City

7/15/2025
Date


ATTEST: 

Lacie Messerly, Deputy Recorder

Michael Canning
Michael Canning (Jul 21, 2025 18:38 MDT)

Division of Wildlife Resources/Deputy Director

Date


Sarah Scott (Jul 21, 2025 16:28 MDT)

Division of Wildlife Resources/Financial Manager

Date

**RECEIVED AND PROCESSED
BY DIVISION OF FINANCE**

State of Utah/Division of Finance

7/22/25
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

Eagle Mountain Mule Deer Migration Corridor Preservation FY26

Project ID: 7537

Status: Proposed

Fiscal Year: 2026

Submitted By: N/A

Project Manager: Josee Seamons

PM Agency: Utah Division of Wildlife Resources PM

Office: Central Region

Lead: Utah Division of Wildlife Resources WRI

Region: Central

Description:

Using data collected by the UDWR, BLM, Eagle Mountain City, and other partners a mule deer (*Odocoileus hemionus*) migration corridor was identified running through the middle of an undeveloped area within the City of Eagle Mountain. The objectives of this phase of effort are to install fencing along roads, improve watershed health, and improve habitat for migrating deer and other wildlife.

Location:

The City of Eagle Mountain is located in the western portion of Utah County surrounded by the Oquirrh Mountains to the west, Traverse Mountains and Camp Williams Military Installation to the north, and the Lake Mountains to the southeast. This project stretches for approximately one mile between the Lake Mountains and Camp Williams through the northeastern portion of the city. The land use within the area is a mix of urban development, paved and dirt roads, and fallow agricultural fields.

Project Need

Need For Project:

Wildlife fencing to facilitate mule deer migration through the corridor. Preserve open space and functionality of the corridor from development and recreation. Between now and 2030, 20+ miles of fence will be needed to preserve the corridor.

Objectives:

- Preserve open space and the functionality of the wildlife migration corridor.
- Limit impacts of development and recreation in and adjacent to this migration corridor.
- Place fencing in key areas to better assist with the funneling of wildlife into this corridor allowing them to move through the city with the least amount of human-wildlife conflict.
- Fence the entire migration corridor in key areas.
- Continue to look for opportunities to improve habitat within the migration corridor and in open spaces adjacent to

the corridor to provide necessary resources for wildlife to continue to use the corridor and reduce their need to move into developed areas for resources.

Project Location/Timing Justification (Why Here? Why Now?):

Eagle Mountain City is one of the fastest-growing cities in Utah. It currently has an estimated population of 65,000 and is projected to be over 120,000 by 2050. Currently, there are over 30 square miles of agriculture open space, and undeveloped lands within the City boundary BUT with approved development plans, much of this will be developed within the next 20 years. Eagle Mountain is working hard with partners to conserve a portion of the open space for wildlife and ensure the mule deer migration route through the city is maintained into the future. We must work to plan and implement conservation measures now thus ensuring these areas into the future. One of the priorities within the next 5 years is to fence the mule deer migration route and provide overpasses, underpasses, and at-grade crossings to ensure human-wildlife conflict is reduced. The city has passed code and hired a full-time wildlife biologist to work closely with partners to implement these and other conservation projects. Approximately 1,500 mule deer use this corridor to travel between summer and winter ranges. If no corridor is preserved in this area the existing route used by migrating deer and the space used by other species will be cut off by homes, businesses, and roads. The loss of space and connectivity to habitats will result in the loss of native and genetic biodiversity, increased human-wildlife conflicts, and increased direct wildlife mortality on roads. Once this area is developed it would be extremely cost prohibitive to restore the historical migration paths of wildlife in the area. Strong partnerships have been created between Eagle Mountain City, DWR, UDOT, BLM, SITLA, Camp Williams, private landowners, and sportsmen groups to preserve this corridor. These groups have and are willing to continue to provide monetary and in-kind services toward completing this project. Over \$600,000 in actual and in-kind dollars have already been invested in this project. This WRI project is only a portion of the big picture of this project. DWR and Eagle Mountain City are also pursuing federal grants such as the "America the Beautiful" challenge through the National Fish and Wildlife Foundation (NFWF). One goal of this grant is: "Connecting and reconnecting wildlife corridors, large landscapes, watersheds, and seascapes". If awarded, this would be used to plan crossing structures within the city that are not on UDOT-managed roads. With multiple current and potential new funding sources, if we don't continue with this project now, it will be nearly impossible down the road.

Relation To Management Plan:

Utah Mule Deer Statewide Management Plan- "To address deer/vehicle collisions, DWR and our partners have worked to identify deer migration routes and locations where deer are commonly hit on roadways. This information has allowed us to know where to place underpasses and fences to increase deer survival. These studies have also provided data on the types of underpasses and structures these animals will use (Cramer 2014). Although costly, these efforts are helping to prevent future collisions, increase public safety, and minimize deer mortalities." Additionally, they will "Conserve, improve, and restore mule deer habitat throughout the state with emphasis on crucial ranges." "Work with county, state, and federal agencies to limit the negative effects of roads by reclaiming unused roads, properly planning new roads, and installing fencing and highway passage structures where roads disrupt normal mule deer migration patterns." Utah's Wildlife Migration Initiative -- specifically states that we are to "...identify and preserve wildlife migration corridors" DOI Secretarial Order 3362 - "... improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to

conserve and manage big-game species and respects private property rights. Utah Wildlife Action Plan (WAP) - The project area includes multiple key terrestrial habitats identified in the WAP including Lowland Sagebrush, Mountain Sagebrush, and Mountain Shrub. Sentential Landscape Bill (2018) - there is further recognition from the state on the importance of open lands and the preservation of these open lands. See also Camp Williams INRMP, Private lands/conservation easements <https://ut.ng.mil/Resources/Environmental-Resources-Management/Natural-Resources/>. The Eagle Mountain City Plan- The city of Eagle Mountain and its leadership have expressed great interest in preserving the natural setting of the area wherever possible. This project has been explicitly endorsed by the Mayor and City Planner of Eagle Mountain City. Eagle Mountain also passed city code 17.49 to specifically protect this migration corridor. See <https://www.codepublishing.com/UT/EagleMountain/html/EagleMountain17/EagleMountain1749.html>

Fire / Fuels:

We developed a seed mix to improve forage for mule deer within the corridor but to also serve as a green strip to act as a firebreak and lower fire risk to nearby structures. Shrub, forb, and perennial grasses are more drought tolerant and will stay greener longer into the season. Cheatgrass increases the frequency of fire and threatens homes and infrastructure in this area. Cheatgrass dries out earlier in the summer and is a continuous fuel load where fire can easily carry through quickly. This corridor can act as both a natural and enhanced fuel break. Eagle Mountain City is already planting a wildlife, 'green' friendly rangeland seed mix in these areas. This seed mix is designed to compete with non-native invasives such as Russian thistle and cheatgrass and provide flowering species to benefit pollinators. Invasives such as Russian thistle and cheatgrass threaten homes and infrastructure in this area. (EM City Seed mix, see attached) Additionally, Eagle Mountain works each year with the Unified Fire Authority to reduce fuel loads in key areas in this corridor.

Water Quality/Quantity:

By reducing the threat of fire from cheatgrass we will be protecting the crucial water supply to the City of Eagle Mountain. Shrub/seed planting prevents mudslides and erosion from damaging homes and infrastructure.

Compliance:

Cultural clearances will be conducted in-house with UDWR archaeologists before implementation. Any actions taken on federal and state lands will be assessed by appropriate agencies and completed before actions occur.

Methods:

Installation of \$200,000ish of 8' wildlife fence. Habitat improvement will be done by planting ~500 shrub seedlings with browsing cages within the corridor to provide cover and resources for migration wildlife. Eagle Mountain City will coordinate the growing and planting of seedlings. Greenstrip/forb mix will be drill-seeded within the fenced corridor. EMC has excess seed from the previous year's project, so no new seed will be requested. The previous seedmix is attached.

Monitoring:

Eagle Mountain City will conduct regular inspections of permanent fences as part of an ongoing maintenance program that ensures the proper function of the fence for the lifespan of the practice. To

include the following: 1-conduct inspections of fences after storms and other disturbance events, 2-repair or replacement of loose or broken material, gates, and other forms of ingress and egress, 3-removal of trees or shrubs that are encroaching into the fence, 4-repair of eroded areas as necessary, 5-repair or replacement of markers or other safety and control features as required, 6-maintain fladry or signage as necessary. The migration routes in and around Eagle Mountain were identified by data gathered using GPS collars. The success of this project would be able to continue to be monitored using the same collars and collars placed on additional individual deer and other species, such as pronghorn. The success of this project will also be monitored through analysis of roadkill data observed on the Utah Roadkill Reporter app.

Partners:

The Utah Division of Wildlife Resources has been working closely with leadership and city planners of the City of Eagle Mountain to plan a route to preserve. Also, collaborations with the BLM, Utah National Guard (Camp Williams and West Traverse Sentinel Landscape), UDOT, Sportsman Groups, and other partners of the Utah Wildlife Migration Initiative. Eagle Mountain and UDWR representatives have met with landowners within the proposed corridor and signed a memorandum of understanding to work together to accomplish the goal of preserving a migration corridor through the city. Much of this work will be done and coordinated by the UDWR with support from the other partners that will provide sportsmen groups public volunteers and technical advice throughout the process. UDWR will monitor the success of the fencing and habitat projects.

Future Management:

The preservation of this area is a multi-year project. Once the entire project is complete the corridor will be preserved for the benefit and use of wildlife. Maintenance of highway fencing will be UDOT's responsibility. Other management responsibility in the area will go to the city of Eagle Mountain with support from the UDWR.

Sustainable Uses of Natural Resources:

The main purpose of this project is to protect the functionality of the wildlife migration corridor through Eagle Mountain by restricting development within the proposed corridor, keeping recreational impacts to a minimum, and ensuring wildlife have a relatively safe passage through the city. The project will support wildlife populations indefinitely if the corridor is sustained. This project will also protect lands from development that can also be used for livestock grazing.

Budget

WRI/DWR	Other	Budget Total	In-Kind	Grand Total
\$200,000.00	\$0.00	\$200,000.00	\$60,000.00	\$260,000.00

Item	Description	WRI	Other	In-Kind	Total
Materials and Supplies	8' field wire fence. 2 3/8" drill pipe. 10' x 7" treated wood posts	\$200,000.00	\$0.00	\$60,000.00	2026

Funding	WRI/DWR	Other	Funding Total	In-Kind	Grand Total
	\$200,000.00	\$0.00	\$200,000.00	\$60,000.00	\$260,000.00

Source	Phase	Description	Amount	Value	Minimum	Year
National Fish & Wildlife Foundation (NFWF)		America The Beautiful Grant Cooperative Agreement # 703636	\$100,000.00	\$0.00	\$0.00	2026
Utah's Watershed Restoration Initiative (UWRI)			\$100,000.00	\$0.00	\$0.00	2026
Eagle Mountain City			\$0.00	\$0.00	\$60,000.00	2026

Species

Species	Threat	Impact
Mule Deer		R1
	Threat	Impact
	Housing and Urban Areas	Medium
Mule Deer		R1
	Threat	Impact
	OHV Motorized Recreation	Medium
Mule Deer		R1

species	in nature	test nature
threat		impact
Roads – Transportation Network		High

Habitats

habitat	
Lowland Sagebrush	
threat	impact
Housing and Urban Areas	Medium
Lowland Sagebrush	
threat	impact
Invasive Plant Species – Non-native	Very High

Project Comments

Comment	02/07/2025	Type: 1	Commenter: Kevin Gunnell
Even though no new seed is needed for this project, can you please include the seed mix with the project?			
Comment	02/11/2025	Type: 1	Commenter: Josee Seamons
Thanks Kevin. I've attached the previous year's seedmix.			
Comment	06/23/2025	Type: 2	Commenter: Daniel Eddington

The methods section talks about planting shrubs, but the budget only has fencing. Please update the WRI database to accurately reflect what will be implemented.

Completion

Start Date:

End Date:

FY Implemented:

Final Methods:

Project Narrative:

Future Management:

Map Features

ID	Feature Category	Action	Treatment Type
1313	Fence	Construction	Wildlife Exclusion

Project Map

 Project Map

State of Utah
Department of Natural Resources
Division of Wildlife Resources

Contract No. 260222
Amendment No.

PAYABLE CONTRACT INFORMATION

Today's Date: 7/16/25
Vendor No. 38936AE Commodity ~~70441~~ **70114**
Vendor Name Eagle Mountain City
Address 1650 E Stagecoach Run
City Eagle Mtn State UT Zip Code 84043

BRIEF DESCRIPTION OF WORK

WRI # 7537 - Eagle Mountain Mule Deer Migration Corridor Preservation FY26

Land Acquisition ☐ = Fixed Asset number: _____

PURCHASING DOCUMENT NUMBERS (RQM, RQS, Grant)

	Date Acquired
Performance	

Contract Start Date: 7/1/2025
Expiration Date: 10/1/2027

Total Amount to be Paid:

Description	Amount
	\$ 200,000.00
TOTAL	\$ 200,000.00

Are there additional FTE's?

Does this involve Federal Funds? *

Are there indirect costs?

Is this a new program number?

Will your budget need to be updated?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

How Many FTE's? _____

*If this is marked yes, fill out a Federal Determination Form and if "Subrecipient" is chosen then also fill out a Federal Funds Required Statements form. Also include a Subrecipient Survey and a Subrecipient Risk Assessment with the contract documents for the vendor to fill out when they sign the contract.

Unit	Appr	Activity	Function	Program	Object	Amount	SLO Use
5540	RFF	XEHD		E265W7537A	7303	\$ 200,000.00	
TOTAL						\$ 200,000.00	

Contract Monitor (print name): Daniel Eddington / Josee Seamons / Makeda Hanson

Regional Supervisor Approval: _____

Section Chief Approval: Daniel Eddington

This page is a DWR Internal Document Only

Contract Number: 260222Contractor/Vendor Name: Eagle Mountain City**SUBRECIPIENT OR CONTRACTOR DETERMINATION FORM**

Reference 2 CFR 200.92, 200.22, & .330 (a&b)

This form is designed to help the UDWR determine whether an organization receiving federal awards from a pass-through agency should be considered a subrecipient or a contractor. Making the determination is more about the substance of the relationship than an exact match of finer points. For simplicity the word "party" is being used to describe the entity receiving funds/payment from DNR/DWR.

Subrecipient: This is a non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. These would be subject to monitoring and audit actions.

Contractor: This is a non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor.

Determining the Correct Category

Part 1 – Subrecipient (Check the box if the answer is yes, leave box blank if the answer is no)

- ☒ Does the party determine who is eligible to receive the monies they receive from DWR?
- ☒ Does the written agreement include performance requirements that are measured against whether the objectives of the federal program are met?
- ☐ Does the party that is receiving funds from DWR have programmatic decision-making responsibility?
- ☒ Does the written agreement state that the party is to comply with all applicable federal program compliance requirements?
- ☐ Are the federal funds being used to carry out the party's program, as opposed to providing goods or services for a DWR program?

Part 2 – Contractor (Check the box if the answer is yes, leave box blank if the answer is no)

- ☒ Is the party providing goods or services within its normal business operations?
- ☐ Does the party provide similar goods or services to many different purchasers?
- ☐ Does the party operate in a competitive environment?
- ☒ Are the goods or services provided ancillary to the operation of the federal program?
- ☐ Is there no requirement stated in the written agreement that the entity is to comply with all applicable Federal program compliance requirements?

Whichever category has the most boxes marked will determine the relationship. Circle the result below.

☒ Subrecipient* ☐ Contractor ☐ N/A** ☐ P/T F***

Contract Monitor, (Type name and then Sign): Daniel Eddington Daniel Eddington

Digitally signed by Daniel Eddington
Date: 2025.07.16 17:18:18
0000

* If this option is chosen you will need to fill out a Federal Funds Required Statements form and also send a Subrecipient Survey and Subrecipient Risk Assessment form with the contract for the contractor to fill out when it is sent to them to sign.

**This option is not applicable as UDWR will perform the work and the funds will not be awarded to anyone other than UDWR.

*** Choose this option if we are passing funds through to another Federal Agency.

DWR Contract #: 260222

Subaward Information

Pursuant to 2 CFR §200.331(a) Uniform Administrative Requirements for Federal Grants

1. **Project Title:** Eagle Mountain Mule Deer Migration Corridor Preservation FY26 (WRI 7537)
2. **Subrecipient Name:** Eagle Mountain City
3. **Subrecipient SAMS number:** _____
4. **Federal Award Identification Number (FAIN); Federal FBMS#:** _____
5. **CFDA number and name:** 15.669 Cooperative Landscape Conservation (DOI USFWS)
6. **Federal Award Date:** 10/15/2024
7. **Total amount of the Federal Award:** \$ 202,500.00
8. **Amount of Federal funds obligated by this action:** \$ 200,000.00
9. **Sub-award period of performance start and end date:** 7/1/2025 - 10/1/2027
10. **Total amount of Federal funds obligated to the sub-recipient:** \$ 200,000.00
11. **Federal Award Indirect Cost Rate (include the de minimus rate, if applicable):** 0
12. **Federal Award project description:** See attached Scope of Work
13. **Federal awarding agency:** Western Association of Fish and Wildlife Agencies
14. **Pass-through Entity:** Utah Department of Natural Resources, Division of Wildlife Resources
15. **Contact info for DWR awarding official:** Daniel Eddington danielreddington@utah.gov
16. **Subrecipient Indirect Cost Rate:** 0
17. **Is this a Research and Development (R&D) award?** Yes ☐ No ☒

Additional Information:

National Fish and Wildlife Association - America the Beautiful Grant

The Partner agrees to the following terms and conditions:

1. To perform all objectives listed in Attachment B.
2. To perform all research in strict accordance with the above mentioned Grant as outlined in Attachment B.
3. To ensure that field work, data analyses, and reporting are completed in a timely manner as identified in the Timeline section of Attachment B.
4. Compile and report results to the Grant Coordinator/Principle Investigator.
5. Maintain a project status log that tracks processes completed.
6. Coordinate, at no less than a quarterly schedule, workflow and operations meetings with the Grant Coordinator/Principal Investigator.
7. To provide all facilities and resources needed for Contractor's work performed under the Grant (unless otherwise specified in Attachment B).
8. To acknowledge in any reports, publications, audiovisual productions, project literature, and all public meetings and programs where the Grant is discussed that funding for the Grant was partially obtained from Department along with a Wildlife Service Grant through the department mentioned in paragraph 2 of this agreement. In addition, the acknowledgement may be written as follows "*The (activity) which is the subject of this (type of publication) has been financed, in part, with federal funds from (federal agency), and administered by the Utah Department of Natural Resources, Utah Division of Wildlife Resources. The contents and opinions, however, do not necessarily reflect the views or policies of the above mentioned agencies.*"
9. The Department assumes no financial responsibility to Partner other than to provide them with federal funds specifically provided for the performance of the Grant unless noted otherwise.
10. To maintain financial records, receipts, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three (3) years following the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings have been resolved. Grant records shall be available for inspection by authorized representatives of the Department.
11. The Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records pertinent to this Agreement at any reasonable time during the Agreement or retention period.
12. Any audit findings noted by governmental or Department auditors as not being allowed under the provisions of this Agreement shall be the sole responsibility of Partner. Partner shall reimburse the Department for the total of all disallowed costs for which the Partner has received payment from the Department.
13. To comply with all applicable provisions of the Federal Funding Accountability and Transparency Act of 2006, 2 C.F.R. § 170.100.
14. To comply with all applicable provisions of the Uniform Guidance Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014, 2 C.F.R. § 200.
15. To comply with all BUILD AMERICA, BUY AMERICA actions stated in OMB Memo M-22-11 and 2 CFR §184 for infrastructure compliance as provided at <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf> or provide a waiver in accordance with the act.