

## NOTICE OF SUBAWARD

### Federal award identification

- a. Subrecipient's Name: [water user]
- b. Project Name:
- c. Subrecipient's Contact Information:
  - [Subrecipient Name]
  - [Street address or PO Box]
  - [Street address or PO Box]
  - [City],[State][ZIP]
  - [Phone]
  - [Email]
- d. Subrecipient's Unique Entity Identifier (entities only): [from SAM.gov]
- e. Federal Award Identification Number (FAIN): R23AP00295
- f. IIJA Award Date: 08/08/2023
  - i. First Amended IIJA Award Date: 04/26/2024
  - ii. Second Amended IIJA Award Date: 11/22/2024
- g. Subaward Period of Performance Start and End Date: 04/01/2025-12/31/2029
- h. Subaward Budget Period Start and End Date: [subaward date]-12/31/2029
- i. Amount of Federal funds obligated in the Subaward: [\$\_\_\_\_\_]
- j. Total amount of Federal funds obligated to the subrecipient by the pass-through entity, including the current financial obligation: [\$\_\_\_\_\_]
- k. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: [\$\_\_\_\_\_]
- l. Federal award project description: Drought Contingency Plan Implementation Activities
- m. Name of the Federal agency: Department of the Interior, Bureau of Reclamation
- n. Name of pass-through entity: Upper Colorado River Commission
- o. Contact information for awarding official of the pass-through entity:
  - Ashley Nielson
  - 50 S 600 E Suite 100
  - Salt Lake City, UT 84111
  - Telephone: 801-531-1150
  - Email: anielson@ucrcommission.com
- p. Assistance Listings title and number: 15.514 – Reclamation States Emergency Drought Relief
- q. The Federal award is not for research and development.
- r. Indirect cost rate for the Federal award: N/A.

**UPPER COLORADO RIVER COMMISSION  
COOPERATIVE AGREEMENT SUBAWARD  
UTAH DIVERSION MEASUREMENT & TELEMETRY PROGRAM**

1. **Parties.** The parties to this Cooperative Agreement Subaward (“Subaward Agreement”) are the Upper Colorado River Commission (“UCRC”) and [Subrecipient’s Name], [a][an] [entity type][individual] (“Subrecipient”). Subrecipient and UCRC may be referred to individually as a Party or collectively as the Parties.
2. **Purpose.** UCRC is the recipient of a federal award entitled the “United States Department of the Interior Assistance Agreement R23AP00295 Between Bureau of Reclamation and the Upper Colorado River Commission for Upper Basin Infrastructure Investment & Jobs Act and Drought Contingency Plan Implementation Activities”, as amended on April 26, 2024 (R23AP00295-02) and November 22, 2024 (R23AP00295-03) (“IIJA Award”). The IIJA Award is intended to fund projects that support the Upper Division States’ and UCRC’s Drought Contingency Plan (“Upper Basin DCP”) implementation activities. UCRC, in collaboration with the Colorado River Authority of Utah (“Authority”), is utilizing IIJA Award funding to implement the Utah Diversion Measurement and Telemetry Program (“UDMT Program”) to enhance water measurement and monitoring infrastructure across the portion of the Colorado River Basin within the State of Utah.

The purpose of this Subaward Agreement is to allow UCRC to pass through a portion of the IIJA Award as a subaward for [the] [purchase] [and installation] of [a] [diversion measurement] [and] [telemetry] equipment (“Measurement Equipment”) to [measure] [and] [transmit] flow data for Subrecipient’s water diversion (the “Project”). A description of the Project is attached hereto as **Exhibit “A”**.
3. **Project Subaward.** For this Project, the UCRC is serving as a pass-through entity for the IIJA Award to grant a subaward to Subrecipient in the form of goods and services (“Subaward”). The Measurement Equipment and other goods and services, if any, funded by the Subaward and their associated values are described in **Exhibit “A”**.
4. **Construction and Installation Specifications.** The specifications for the construction and installation of the Measurement Equipment for the Project are attached hereto as **Exhibit “B”**.
5. **Right of Entry.** The UCRC and the Authority, acting through each entity’s staff, designees, contractors, or agents (individually or collectively, a “Program Representative”), shall have the right to access the Project, including the Measurement Equipment, in adherence with the Access terms set forth in **Exhibit “C”**. Subrecipient shall be solely responsible for gaining the permissions, taking the necessary actions, or making the arrangements necessary to grant the described Access to the Program Representative. The Program Representative is granted the right of Access to install, construct, maintain, inspect, and certify the results of the Project as specified in this Subaward Agreement.

6. **Access, Operations, and Maintenance Requirements.** The Access, operations and maintenance requirements and procedures to be adhered to by Subrecipient and Program Representatives are set forth in the attached **Exhibit “C”**.

7. **Measurement Equipment.** Conditional title to the Measurement Equipment acquired under this Subaward will vest upon acquisition in Subrecipient, will full title withheld by the Bureau of Reclamation until the Subaward Agreement expires on September 30, 2029. During the term of the Subaward Agreement, the following restrictions apply to the use and disposition of the Measurement Equipment:

- a. The Measurement Equipment must be used for the purposes of the Project.
- b. Title to the Measurement Equipment may not be encumbered.
- c. Subrecipient may not dispose of the Measurement Equipment.
- d. The Measurement Equipment must be operated and maintained as described in **Exhibit “C”**.
- e. Following the expiration of the Subaward Agreement, the Measurement Equipment must continue to be used for the purposes of the Project for the remainder of its useful life, at which time Subrecipient shall provide notice to the UCRC that the equipment is no longer fit for use for said purposes.
- f. If, for any reason, Subrecipient is unable to fulfill the obligations set forth in this Section 7 Subrecipient shall notify and await further instruction from the UCRC.
- g. The terms of this Section 7 shall survive the termination of the Subaward Agreement.

8. **Availability of Data.** The UCRC is required to make the data produced under this Subaward Agreement available to the Bureau of Reclamation for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following: (a) the scientific data relied upon; (b) the analysis relied upon; and (c) the methodology, including models, used to gather and analyze data. The regulations at 2 CFR § 200.315 apply to data produced under the Subaward, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data as well as to authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. Subrecipient shall assist the UCRC in making the data produced under this Subaward Agreement available to the Bureau of Reclamation in accordance with the terms of the IJA Award and as described in this Section 8 In addition, the UCRC intends that the data be transmitted, processed, integrated, and otherwise made publicly available through the State of Utah and the UCRC. Subrecipient acknowledges and consents to the collection, transmission, processing, integration, and use of the data generated by the Measurement Equipment as described herein. The terms of this

Section shall survive the termination of the Subaward Agreement, until the conclusion of the useful life of the Measurement Equipment.

9. **General compliance with IJA Award terms and conditions, statutes, and regulations.**

The Parties shall comply with all provisions of the IJA Award and the associated Federal regulations which apply to contracts entered into by UCRC under the IJA Award, including those provisions not attached to this Subaward Agreement ("IJA Conditions"). A portion of the IJA Conditions excerpted from the IJA Award and part of the Code of Federal Regulations which are most likely to apply to Subrecipient are attached hereto as **Exhibit "E"** for ease of reference.

10. **Additional Requirements.**

a. **Certification of Installation and Inspection.** A Program Representative will perform a final inspection and certification to verify that the Project is constructed being operated consistent with the terms of this agreement and the Exhibits. At the time of certification, Federal Financial report form SF-425 is required to be submitted.

The Bureau of Reclamation has the right to inspect and evaluate the work performed or being performed under this Subaward Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Bureau of Reclamation performs inspection or evaluation on the premises of Subrecipient, Subrecipient will furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

b. **System for Award Management (SAM) registration.** If Subrecipient is a legal entity, Subrecipient must maintain a Unique Entity Identifier through the Federal SAM system until the final financial report under this Subaward Agreement is submitted.

c. **W-9 Requirement.** Subrecipient must submit a complete signed IRS W-9 to UCRC. Subrecipient will receive a 1099 from UCRC for the subrecipient to include in their tax forms.

d. **Reporting requirements.** Subrecipient must submit an annual performance report to the UCRC by October 31 of each year throughout the term of this Subaward Agreement. The contents and format of the required report are outlined in the attached **Exhibit "D"**.

e. **Regulatory compliance.** Subrecipient agrees to comply or assist the Bureau of Reclamation and the UCRC in their efforts to comply with all regulatory requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations applicable to the IJA Award and the Subaward. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected

Tribes, and consultation with the State Historic Preservation Office. If Subrecipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Bureau of Reclamation Grants Officer that all such clearances have been obtained, the Bureau of Reclamation may initiate remedies for non-compliance as set forth in 2 CFR §§ 200.339-340, up to and including unilateral termination of the Subaward.

f. **Audit requirements.** Subrecipient shall cooperate with or assist the UCRC as needed to respond to any Federal audit of the UDMT Program.

g. **Remedies for noncompliance.** If Subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of the IJIA Award, the Bureau of Reclamation or the UCRC may impose additional conditions, as described in 2 CFR 200.208 Specific conditions. If the Bureau of Reclamation or the UCRC determines that noncompliance cannot be remedied by imposing additional conditions, the Bureau of Reclamation or the UCRC may take one or more of the following actions, as appropriate in the circumstances.

- i. Require reimbursement of the UCRC for the cost of the goods and services described in **Exhibit "A"**.
- ii. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Reclamation regulations (or in the case of the UCRC, recommend such a proceeding be initiated by Reclamation).
- iii. Withhold further Federal awards for the Project or bar Subrecipient's participation in other current or future UCRC programs.
- iv. Take other remedies that may be legally available.

h. **Conflicts of interest.** Subrecipient certifies it has not and will not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Absent the UCRC's prior written approval, Subrecipient shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the UCRC hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the UCRC a disclosure statement setting forth the relevant details for the UCRC's consideration. Failure to promptly submit a disclosure statement or to follow the UCRC's direction in regard to the apparent conflict constitutes a breach of this Subaward Agreement.

11. **UCRC obligations.** The UCRC shall report this subaward as required by section II.19.I.a of the IJIA Award.

12. **Termination.**

a. The UCRC may terminate this Subaward Agreement if the IJIA Award has been terminated or partially terminated. In such a case, the Subaward Agreement will be terminated 30 days from Subrecipient's receipt of written notice from the UCRC of such termination of the Subaward Agreement.

b. If this Subaward Agreement is terminated, both Subrecipient and the UCRC shall remain responsible for maintaining compliance with the terms of this Subaward Agreement, the IIJA Award, and Federal regulations which explicitly or implicitly survive termination.

13. **Notices.** Any notice required to be given to either Party under this Subaward Agreement will be in writing and will be delivered via electronic mail (email), or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to the address set forth in the Notice of Subaward.

14. **Indemnification.** Subrecipient agrees to indemnify, hold harmless, and release the UCRC, its officers, agents, employees, and volunteers, from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this Subaward Agreement which are caused solely by the negligent acts, wrongful acts, errors, or omissions of Subrecipient, its officers, agents, employees, or volunteers. The UCRC agrees to indemnify, hold harmless, and release Subrecipient, its officers, agents, employees, or volunteers from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this Subaward Agreement which are caused solely by the negligence of UCRC, its officers, agents, employees, or volunteers, it being the intent of the Parties that Subrecipient will not indemnify, hold harmless or release UCRC from UCRC's own willful misconduct, gross negligence, or UCRC's negligent acts or omissions, and UCRC will not indemnify, hold harmless or release Subrecipient from Subrecipient's own willful misconduct, gross negligence, or Subrecipient's negligent acts or omissions. If both Parties are negligent or otherwise at fault, each shall bear its proportionate share of any allocated fault or responsibility. Nothing contained in this Subaward Agreement shall be construed as waiving immunity, the monetary damage limitations, or any other provision set forth in applicable State or Federal laws.

15. **General provisions.**

a. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Subaward Agreement and the performance of such Party's obligations have been duly authorized.

b. **Amendments.** Any changes, modifications, revisions, or amendments to this Subaward Agreement that are mutually agreed upon by the Parties shall be incorporated by written instrument executed and signed by both Parties.

c. **Survival of certain contract terms.** Any provision of this Subaward Agreement that imposes an obligation on a Party after termination or expiration of this Subaward Agreement shall survive the termination or expiration of this Subaward Agreement and shall be enforceable by the other Party.

d. **Entirety of agreement.** This Subaward Agreement represents the entire understanding between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

e. **Severability.** Should any portion of this Subaward Agreement be judicially determined to be illegal or unenforceable, the remainder of this Subaward Agreement shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.

f. **Third party beneficiary rights.** The Parties do not intend to create in any other individual or entity the status of the third-party beneficiary, and this Subaward Agreement shall not be construed so as to create such status. Any rights, duties, and obligations contained in this Subaward Agreement shall operate only between the Parties and shall inure solely to the benefit of the Parties.

g. **Choice of law, jurisdiction, and venue.** This Subaward Agreement will be enforced, governed by and construed in accordance with federal law. In the absence of federal law, the laws of the state of Utah will apply. Venue for resolution of any dispute brought in federal court will be the United States District Court for the District of Utah. Venue for resolution of any dispute brought under state law will be in the Utah Third District Court in Salt Lake County.

h. **Assignment.** The rights and obligations of the Parties under this Subaward Agreement may not be transferred or assigned without the prior, written consent of the other Party. Any attempt at assignment or transfer without such consent shall be void.

i. **Binding effect.** All provisions of this Subaward Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

j. **Counterparts.** This Subaward Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **Signatures.** The Parties, through their duly authorized representatives, have executed this Subaward Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Subaward Agreement as set forth herein.

08-20-2026

**UPPER COLORADO RIVER COMMISSION**

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Chuck Cullom, Executive Director

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Date

**[Water User]**

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[Water User]

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Date



## EXHIBIT A

### PROJECT DESCRIPTION

**Project Name:** [Project Name]

**Project ID:** [Project ID]

**Project Type:** *Select one, as well as if it will be self-installed*

[Existing Measurement Device Needing Telemetry]

[Existing Measurement Device Needing Rehabilitation and Telemetry]

[New Measurement Device needing Telemetry Equipment]

[Self Installation of Measurement and/or Telemetry Equipment]

**Measurement Type:** *Select one*

[Full Pipe Flow Meter]

[Open Channel Meter]

[Flume]

[Weir]

**Measurement Type & Size:** *Describe*

**Range of Flows During Operation:** *List Min & Max flowrates*

**Project Description:** *Project Description needs to have enough detail for the participant to understand everything they are receiving under the subaward.*

\*\*\**Delete all but the appropriate scenario*

\*\*\**Edit chosen scenario as needed for each site*

\*\*\**One of the three options may be chosen in addition to the self-installation section to better define the work to be done.*

#### [Existing Measurement Device Needing Telemetry]

Project will include assessment of existing measurement device and specifying appropriate telemetry for the needs of the location and device. The existing [meter] [flume] [weir] will be checked for level and dimensional accuracy and a calibration applied if necessary. New telemetry equipment will include the automated monitoring system with associated mounting, power, enclosure system, and the [cellular] [satellite] [radio] telemetry hardware.

#### [Existing Measurement Device Needing Rehabilitation and Telemetry]

Project will include rehabilitation of existing device, up to and including removal/replacement of the existing [meter] [flume] [weir]. Salvaged parts will be given to Subrecipient. Project to remain in existing location. New telemetry equipment will include the automated monitoring system with associated mounting, power, enclosure system, and the [cellular] [satellite] [radio] telemetry hardware.

#### [New Measurement Device needing Telemetry Equipment]

Project will include installation of a new measurement device with telemetry equipment. The proposed [meter] [flume] [weir] will be installed at an appropriately designated location with site

improvements necessary to protect and provide longevity to the equipment. New telemetry equipment will include the automated monitoring system with associated mounting, power, enclosure system, and [cellular] [satellite] [radio] telemetry hardware.

[\[Self Installation of Measurement and/or Telemetry Equipment\]](#) - *Include this section if self-installation is approved*

The self installation project will include the Subrecipient working with the UCRC to obtain approval for all measurement and/or telemetry equipment proposed to be installed, retrofitted, or rehabilitated. The subrecipient will be responsible for design, approval, installation, and management of the project while coordinating with UCRC.

**Measurement Equipment List:** *Table listing the flow measurement equipment being received by the user and the total cost. Replace examples and complete as necessary.*

| Item                                    | Type/Size/Description                                   | Cost <sup>1</sup> |
|-----------------------------------------|---------------------------------------------------------|-------------------|
| Full Pipe Flow Meter                    | Insertion Mag Meter 2 inch NPT                          | \$0               |
| Stainless Steel Flume                   | 3' Parshall Flume                                       | \$0               |
| Galvanized Steel Weir Plate             | 3' Rectangular weir plate mounted on existing structure | \$0               |
| <b>Total Measurement Equipment Cost</b> |                                                         | <b>\$0</b>        |

<sup>1</sup>UCRC will provide funds for all Measurement Equipment Costs

**Telemetry Equipment List:** *Table listing the telemetry equipment being received by the user and the total cost. Replace examples and complete as necessary.*

| Item                                  | Type/Size/Description                                                                                | Cost <sup>2</sup> |
|---------------------------------------|------------------------------------------------------------------------------------------------------|-------------------|
| Automated Monitoring System           | Steel enclosure, battery, CR 350 Datalogger, Solar Panel, Mounting Post, grounding rod, wiring, etc. | \$0               |
| Cellular Telemetry Hardware           | Cell 210 4G LTE Cellular Module for Verizon                                                          | \$0               |
| CSI Cellular Data Service             | Annual Subscription*, 250 MB Data Plan (4 years, \$192 per year current rate)                        | \$0               |
| <b>Total Telemetry Equipment Cost</b> |                                                                                                      | <b>\$0</b>        |

<sup>2</sup>UCRC will provide funds for Telemetry Equipment and data service through Sept. 2029; Subrecipient will take over annual subscription costs after this date.

**Services Provided:** A description/list of the specific services JDE/IEI will be performing for the subrecipient. Include items such as planning and design, equipment procurement, construction/installation, calibration, inspection, and certification costs. Some items are estimated labor costs. Replace examples and complete as necessary.

| Service                      | Description                                                                                                                                                            | Cost <sup>3</sup> |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Site Visit                   | Determine site specific needs, NEPA determination,                                                                                                                     | \$0               |
| NEPA and Permitting          | Surveys and permits required permits to install project                                                                                                                | \$0               |
| Design and Specifications    | Standard designs utilized as much as possible, specific and unique designs including survey, drawings, hydraulic calculations, specifications for non-standard designs | \$0               |
| Equipment Procurement        | Measurement, Telemetry Equipment procurement                                                                                                                           | \$0               |
| Mobilization                 | Construction team assembly, subcontractors for larger excavation or concrete projects, shipping, mobilizing to project site                                            | \$0               |
| Measurement Installation     | Install meter, weir, flume, or any upgrades to existing measurement infrastructure, site work, grading, riprap                                                         | \$0               |
| Telemetry Installation       | Install telemetry equipment, calibration, commissioning and programming for real time data collection and sharing                                                      | \$0               |
| Inspection and Certification | Inspection and certification of installation complying with design and specifications for the specific project, including subrecipient installed project features      | \$0               |
| <b>Total Services Cost</b>   |                                                                                                                                                                        | <b>\$xxxxx</b>    |

<sup>3</sup>UCRC will provide the funding for engineering costs, permitting, design, construction, calibration, inspections, and periodic assistance in operation and maintenance.

[Insert project location map here](#)

## EXHIBIT B

### CONSTRUCTION AND INSTALLATION SPECIFICATIONS

Construction and Installation for this project will be managed and completed by [Jones & DeMille Engineering (JDE) and Intermountain Environmental Inc. (IEI)] or the [Project Subrecipient [Name]]. Project will utilize the [Standard Drawings and Specifications] or [a specific design done by JDE/IEI] or a [specific design from Subrecipient and reviewed/approved by JDE/IEI and UCRC].

**Power Requirements:** *Select one*

[Solar]  
[Single-phase power]  
[3-phase power]

**Communication Method:** *Select one*

[Cellular]  
[Radio]  
[Satellite]

**Construction Description:**

\*\*\*Delete all but the appropriate scenario

\*\*\*Edit chosen scenario as needed for each site

[Full Pipe flow measurement projects] will include removal of existing meter if applicable, excavation, installation of new meter equipment, installation of meter vault or box, backfilling, grading, trenching for conduit, installation of conduit, installation of telemetry equipment, concrete post foundation, installation of datalogger, panel, solar panel, antenna, and associated wiring and power connections.

[Flume] [Weir] measurement projects will include removal of existing [flume] [weir] if applicable, site clearing and grubbing, excavation, installation of new [flume] [weir] and associated equipment, installation of stilling well, concrete base, backfilling, grading, trenching for conduit, installation of conduit, installation of telemetry equipment, concrete post foundation, installation of datalogger, panel, solar panel, antenna, and associated wiring and power connections.

[Open channel flow measurement projects] will include removal of existing meter or level sensor device if applicable, excavation, installation of new meter equipment, installation of mounting hardware, backfilling, grading, trenching for conduit, installation of conduit, installation of telemetry equipment, concrete post foundation, installation of datalogger, panel, solar panel, antenna, and associated wiring and power connections.

**Construction Period Window:** Project will be installed between [Month/Year and Month/Year] and no later than [180] days from the signing of the implementation agreement.

**Construction Limitations:** *List any potential boundaries in time and space that need to be made for endangered species, access, NEPA, permitting, etc*

Construction will stay within the designated limits of disturbance established during the NEPA and permitting process. To avoid impacts to [\[Insert name of endangered species\]](#), which were identified in the NEPA survey, construction will occur between [\[DATE-DATE\]](#) and is restricted to [\[INSERT FURTHER RESTRICTIONS\]](#).

## **Attachments**

UCRC UDMT Standard Details and Drawings

Specific applicable sheets: [C-504 and C-505](#)\_\_\_\_\_

UCRC UDMT Standard Construction Specifications

Specific Applicable Sections: [\[add specific sections applicable to this construction type, materials, etc.\]](#) \_\_\_\_\_

Manufacturers Installation Instructions (if Self Installation method is utilized)

## EXHIBIT C

### ACCESS, OPERATIONS, AND MAINTENANCE REQUIREMENTS

The following requirements for successful access, operation, and maintenance of the project are agreed upon through the UDMT Program period (September 2029).

**Site Access:** [County Road] or [Private Road with locked gates] or [Other]

☐ Please confirm that all necessary permissions have been obtained to use the identified access route.

**Specific Access Requirements:** *List specific access requirements, necessary notes, keys/codes needed, etc, if applicable*

**Required Access Improvements by Subrecipient:** *Select one*

[No improvements required for this project, the existing road is adequate for construction and O&M access]

[Access roadway will require improvements, including \_\_\_\_\_ before construction can be completed. Subrecipient will make these improvements by   [Date]  .]

**Operation of Measurement Infrastructure:** Subrecipient will continue to operate and monitor site and measurement infrastructure. Flow readings will be remotely monitored by Subrecipient and also UCRC. Any faulty readings or unexplainable data will be reviewed with Subrecipient and a site visit arranged if necessary. See attached Operation and Maintenance Guidance for additional information.

**Operation of Telemetry Equipment:** Datalogger will be set to monitor flow readings every [15 minutes] and will report this data through a [cellular] [satellite] [radio] connection every [hour]. See attached Operation and Maintenance Guidance for additional information.

**Maintenance of Measurement Infrastructure:** Subrecipient will be required to maintain and periodically monitor equipment with IEI and JDE available as support through September 2029 should concerns arise. Subrecipient should first inspect the measurement device and clean debris before reaching out for additional support or troubleshooting. See attached Operation and Maintenance Guidance for additional information.

**Maintenance of Telemetry Equipment:** Telemetry equipment will have real-time data and will be remotely monitored by all parties for any maintenance or troubleshooting needs. Subrecipient will be required to maintain equipment for [years or date]. IEI and JDE support is available through September 2029 should concerns arise. Basic maintenance training will be available to the subrecipient after installation of the telemetry equipment. See attached Operation and Maintenance Guidance for additional information.

**EXHIBIT D**  
**UPPER COLORADO RIVER COMMISSION**  
**UTAH DIVERSION MEASUREMENT & TELEMETRY PROGRAM**  
**ANNUAL PERFORMANCE REPORT**

**Purpose:** To verify that the equipment provided under the Cooperative Agreement Subward is maintained, functional and being used for its intended purpose.

**Instructions for Completing the Form:**

1. Fill out all the below sections
  2. Attach current photos clearly showing all the awarded equipment in its installed location
  3. Attach real-time data reports to verify the equipment is operational.
  4. Please submit the completed form and all attachments by **October 31** each year:
    - a. **UCRC Website:** <http://www.ucrccommission.com/agencies-programs/utah-diversion-measurement-telemetry-program/>
    - b. **Email:** reporting@ucrccommission.com
    - c. **Mail:** Upper Colorado River Commission  
50 S 600 E, Ste 100  
Salt Lake City, Ut 84102
- 

**Reporting Year:** Click or tap here to enter text.

**Subrecipient Information:**

- **Subrecipient's Name:** Click or tap here to enter text.
- **Subrecipient Contact Information:**
  - Street Address: Click or tap here to enter text.
  - City, State, ZIP: Click or tap here to enter text.
  - Phone: Click or tap here to enter text.
  - Email: Click or tap here to enter text.

**Verification**

- **Equipment Present:** ☐ Yes ☐ No
- **Equipment Maintained and Functional:** ☐ Yes ☐ No
- **Real-Time Data Available** ☐ Yes ☐ No
- **Issues Encountered:** ☐ Yes ☐ No

**Please provide any additional details or notes:**

Click or tap here to enter text.

**Attach Supporting Documentation:**

- Photos of equipment: ☐ Attached
- Real-time data reports: ☐ Attached

**Certification**

I certify that the information provided above is accurate to the best of my knowledge.

**Subrecipient Signature:** Click or tap here to enter text.

**Date:** Click or tap to enter a date.



**EXHIBIT E**  
**IIJA CONDITIONS**

