



**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)**

**Finance Committee (FC) Virtual Meeting**

Wednesday, July 14<sup>th</sup>, 2021; 9:00-10:00 AM Central Time

*Meeting held online via Teams*

**Finance Committee (FC)**

**State of Wyoming**

Brandon Gebhart (2021 FC Vice Chair)

**Bureau of Reclamation (Reclamation)**

Brock Merrill

**State of Colorado**

Jojo La (2021 FC Chair)

**U.S. Fish and Wildlife Service (Service)**

Matt Rabbe

Tom Econopouly

Mark Porath

**State of Nebraska**

Tom Riley

**Environmental Entities**

John Denton

**Upper Platte Water Users**

n/a

**Colorado Water Users**

Alan Berryman

Richard Belt

**Downstream Water Users**

Dave Zorn

Mike Drain

**Executive Director's Office (EDO)**

Jason Farnsworth, ED

Justin Brei

Malinda Henry

Tom Smrdel



## **WELCOME & ADMINISTRATIVE**

**Introductions** – Chair Jojo La called the meeting to order at 9:01 AM Central Time. Teams participant list will serve as roll call.

**Agenda** – Farnsworth asked to add some time at the end for Merrill to give a quick update on federal funding.

### **Minutes:**

**FC Motion:** Riley moved and Gebhart seconded to approve the May 25, 2021, FC Virtual Meeting minutes. [Minutes approved.](#)

**FC Action Item Table** – Farnsworth updated the FC on bid results from the Chapman Complex Habitat Enhancement Bid Process that was approved at the last meeting. He then previewed the items to be discussed with the FC during the virtual meeting today.

La asked regarding Approved FY21 PRRIP Budget amount of \$907,000 under the Chapman Complex Habitat Enhancement line item in the table. Farnsworth and Brei explained that the \$270,000 was the budgeted amount for the Chapman work, whereas the \$907,000 is the total for the line-item LP-2 of the budget that includes habitat enhancement work across the AHR.

[05\\_25\\_21 FC Budget Action Item Table](#)

## **SEDIMENT AUGMENTATION**

Smrdel gave a brief summary of the sediment augmentation plan that is scheduled to be put out for bid on July 16<sup>th</sup>, 2021.

Drain asked about Central's land purchase and whether the Program had addressed any issues that this may cause with existing augmentation agreements. Smrdel and Farnsworth said that there were no issues as the agreements were general to all property owned by Central, not parcel specific. La asked about the number of bids usually received. Smrdel said we usually receive 3-5 contractor bids, with Cook usually winning by about 10%. Timeline for work was reviewed as well. Riley mentioned that the bid process should be equitable, without demonstrating preference for a bid winner.

**FC Motion:** Merrill moved and Econopouly seconded to approve the Sediment Augmentation Bid Package. [Sediment Augmentation Bid Package](#) approved.

## **PALLID STURGEON (PS) RESEARCH**

Farnsworth gave an update on PS contracting following GC approval in June. Farnsworth discussed draft contracts for PS genetics research and PS habitat and spawning research that include not only the initial proposals, but also detailed scopes of service detailing tasks and responsibilities of all parties. Both university legal departments have accepted the terms of the contracts as currently reflected in the supporting documents for today's meeting. Diane Wilson, NCF, has also reviewed and approved the content. The SIU contract is more time sensitive, as equipment quotes go up with time. These are both multi-year contracts that require GC approval. The EDO is seeking FC recommendation to move contracts forward to GC.



Econopouly pointed out the use of “ED Office Technical Point of Contact” that would be better stated as “Program Technical Point of Contact” with that person clearly identified in the contract portion of the document. He asked about the lack of an Applicable Venue statement in the contract. Farnsworth answered that SIU, as an IL state entity, was unwilling to go to court outside that state. Diane Wilson’s recommendation was to strike the language altogether, and deal with this issue if it were to arise. Gebhart asked whether the text on Publications in the contract also included prior Program review of presentations. Henry mentioned that more detail was provided in the scope of work. As a collaborative research partner, the Program will be able to review all work products, including presentations (other work products). Gebhart also asked to change text stating “review of data analysis methods by the ISAC statistical advisor” to state “review by the ISAC”. La asked about the contract template used to write the contracts. Farnsworth said we utilized the Program’s standard contract but asked each university for examples of their contracts as well to provide guidance. La asked how much the MRRP was paying per sample. Farnsworth said that the MRRP is paying \$45/sample as is the Program. These costs were estimated for labor and supplies to run 1000 samples per year. The Program will have priority for running samples each year. Once our needs are met, the remaining slots can be backfilled with MRRP samples. La asked about potential extended benefits to the Program past the 5-year project to owning the GT-seq equipment. Prioritization of samples and quality control are the initial benefit. Ownership after those 5 years does not make sense in terms of advances in technology that do not make the cost/benefit ratio to our favor. Riley liked the benefit of prioritization that owning the equipment gives the Program but did not think the Program wanted to own instrumentation like this over the long term because of maintenance. Gebhart asked whether the Program or USACE makes the initial investment. Farnsworth replied that the Program makes the initial investment in purchasing the equipment to get the project started, since MRRP cannot purchase equipment. The Program also makes the first investment in sample costs since Platte River samples get priority. If there are sample slots left over sequencing the MRRP will fill those slots and pay accordingly.

La asked about Program review of work products. The Program, not just the Program’s Technical Point of Contact should have input in the review work products. Farnsworth said the Program is establishing itself as a collaborative partner having 30 days to review all work products. If there is disagreement, the contract states publications must disclose that the Program does not agree with findings. The issue of Program involvement in research development, data analysis, and publications is dealt with on pg 5 on the contract as well as within the scope of work. Merrill said that if the EDO has pushed Program review of work products as far as universities are willing to go, then it is up to the GC to decide if this is satisfactory. An independent contractor would cost more money than having the work done by universities. Farnsworth said it is not just a question of money, the principal investigators chosen for these studies are the specialists in their field. There is no better option. Riley stated that the concept of academic freedom at universities limits how much control they are willing to give the Program. One option for Program rebuttal of research findings can occur via academic journals. La suggested to remove “Technical Point of Contact” and replace with coordination by the Program. Farnsworth said this was not an option. Principal investigators do not want their students to have to justify their work to all Program stakeholders. Farnsworth stated that Henry, as Science Lead, was indicated as the Program’s Technical Point of Contact. She will be on student committees and keep in touch with the work as it develops. Farnsworth reminded that as Technical Point of Contact, Malinda will have regular check-ins with Farnsworth and Smith as well as with the ISAC. The EDO will keep a line drawn between science and policy. We are not funding and walking away. Riley said the line is often blurred between academics and politics. In the interest of time, La asked Farnsworth to go over the highlights of the UNL contract. La



stated that though she still has concerns, she does not want to hold up the contracts since equipment needs to be purchased. La asked for more time to review the contracts. La asked if the FC could get GC feedback before they approve? Farnsworth said the FC is advisory here and does not give approval. They can merely give their recommendation for GC approval. Farnsworth summarized 3 options for moving forward:

- 1) Provide the FC with more time to review the contracts followed by a poll of FC members to recommend or not.
- 2) Pass the contracts on to the GC indicating that upon FC review the primary area of concern was over control of publications and other work products.
- 3) Wait until the September GC meeting for the GC to review the contracts.

Merrill suggested the EDO send the contracts to the GC for their review and approval, let the GC decide whether they are willing to accept the terms for publication as written. Merrill said this was not the role of the FC, which is to be concerned with whether the item being considered fits within the Program budget or not. La stated that she agrees that a check-in with the GC is needed and would like areas of concern in the contract to be flagged for GC consideration. The decision was made to make the editorial changes suggested by the FC (EDO Technical Point of Contact to Program Technical Point of Contact and ISAC statistical advisor to ISAC) to the contracts and forward them to the GC with noted concerns on publication.

[PS Genetics Research Contract](#)

[PS Habitat/Spawning Research Contract](#)

#### **FEDERAL FUNDING UPDATE**

Merrill gave quick update on federal funding. First Increment carryover funds have been successfully obligated in the new grant solutions program. There is now approximately \$56 M in obligated federal funding. Farnsworth said the Program has switched back to federal spending. He expects there will be no WY or CO spending for the next 3-5 months until we catch up. This will probably run us right up to the large land purchase in November.

#### **FC MEETING REVIEW & WRAP-UP**

**Action Items & Meeting Feedback** – None.

**Next FC Meeting** – Nothing scheduled before the September GC meeting.

**Quarterly GC Meeting Sep 14-15** (Tues p.m. and Wed a.m.) in Kearney, NE. Younes Conference Center reserved to promote social distancing.

#### **FC MEETING END**

Meeting adjourned at 10:03 AM Central Time.

#### **Summary of Action Items/Decisions from July 14, 2021, FC Virtual Meeting**

- 1) Approved May 25, 2021, FC virtual meeting minutes.
- 2) Approved Sediment Augmentation Bid Package.
- 3) PS Genetics and Habitat & Spawning Research contracts deferred to GC for review/approval.