

**PROPOSED AGREEMENT
FOR COMMISSION ACTION
June 24, 2025**

AGENDA ITEM NO.: 3A
TITLE: Wildlife Biologist Support for the Provo River Delta Restoration Project
COOPERATORS: US Bureau of Reclamation
EFFECTIVE DATES: July 1, 2025 through June 30, 2029
CUPCA AUTHORITY: Title II & III, PRDRP
FINANCIAL COMMITMENTS:

<u>Proposed Original Agreement</u>	<u>\$150,000.00</u>
Total	\$150,000.00

SCOPE OF ACTION: This agreement provides funding for support of a Wildlife Biologist on the PRDRP
PLAN REFERENCE: Pages 2-10 through 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT Michael Mills, Executive Director

SUMMARY: This agreement authorizes qualified wildlife biology assistance from US Bureau of Reclamation's Provo Area Office in the planning and administration of monitoring and mitigation programs for the potential increased strike risk as the Provo Municipal Airport caused by the PRDRP. Reclamation is contributing office space and support resources.

AGREEMENT
BETWEEN THE
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
AND THE
UNITED STATES BUREAU OF RECLAMATION
FOR THE
WILDLIFE BIOLOGIST SUPPORT FOR THE PROVO RIVER DELTA RESTORATION
PROJECT

I. Authority

This Agreement, hereinafter the AGREEMENT, between the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, hereinafter the COMMISSION and the UNITED STATES BUREAU OF RECLAMATION, hereinafter RECLAMATION:, individually or collectively known as the PARTY or PARTIES is made and entered into pursuant to the Economy Act of 1932 (31 U.S.C. 1535).

II. Appropriateness of Authority

The authority cited above is appropriate to the subject matter of this agreement allowing the COMMISSION to grant funds to RECLAMATION:. The COMMISSION has hired staff and developed its administrative and fiscal policies and procedures since inception in July of 1994; however, additional support is requested from other agencies to meet its statutory responsibilities.

III. Background

The COMMISSION and RECLAMATION: have worked together to support recovery actions for the threatened June sucker to comply with the federal Endangered Species Act and support ongoing operation and construction of the Bonneville Unit of the Central Utah Project. The COMMISSION is responsible for mitigating the impacts to fish and wildlife that resulted from construction of the Bonneville Unit of the CUP since 1992. As part of its mitigation activities, the COMMISSION participates in the June Sucker Recovery Implementation Program (JSRIP). RECLAMATION, among others, also participates in the JSRIP. The Provo River Delta Restoration Project (PRDRP), located in Utah County, Utah, has been constructed through the efforts of both parties and other JSRIP member entities. The construction of the PRDRP was identified as a necessary step in achieving the downlisting of the June sucker from endangered to

threatened status. In the downlisting rule, the Fish and Wildlife Service recognized the need or successful operation of the PRDRP to meet conditions necessary for delisting of the June sucker under the Endangered Species Act.

The PRDRP was connected to the Provo River in the spring of 2023 and has supported successful June sucker spawning since that time. The project restored functional habitat conditions in the lower Provo River and its interface with Utah Lake that are needed for spawning, hatching, larval transport, survival, rearing and recruitment of young June sucker so they can grow and become reproducing adults and be self-sustaining. Monitoring has confirmed the presence of juvenile June sucker in the restored delta in both 2023 and 2024. Future monitoring will help shape management of the area and identify any needs to ensure the PRDRP contributes to the successful recruitment of wild June sucker.

A Final Environmental Impact Statement (EIS) for the PRDRP was issued in April 2015. Records of Decision were signed by both the Department of the Interior and the Commission on May 26, 2015. Each agency selected to implement the Proposed Action, identified as Alternative B in the Final EIS. Provo Municipal Airport is operated by the city of Provo, Utah. It is a certificated airport under 14 CFR Part 139 regulations administered by the Federal Aviation Administration (FAA). It is located near the proposed PRDRP area. The PRDRP Proponents (the Commission, Central Utah Project Completion Act (CUPCA) Office, and Central Utah Water Conservancy District) determined the PRDRP will likely cause shifts in abundance and distribution of wildlife, particularly birds, including both anticipated increased and decreased seasonal use by different species. Potential changes in abundance and/or movement patterns by birds currently using the project area or those that might be attracted to the new or altered habitats may pose an increased safety hazard to operations at Provo Municipal Airport. The Project Proponents have recognized and acknowledged this potential and have voluntarily committed to a monitoring and mitigation protocol for detecting and responding to potential increases in wildlife abundance and movement that might pose an increased safety hazard to operations at Provo Municipal Airport. The Project Proponents have recognized and acknowledged this potential and have voluntarily committed to a monitoring and mitigation protocol for detecting and responding to potential increases in wildlife abundance and movement that might pose an increased aircraft/wildlife strike risk at Provo Municipal Airport associated with the PRDRP.

IV. Purpose

This AGREEMENT is for the purpose of continuing qualified wildlife biology assistance from Reclamation's Provo Area Office in the planning and administering of monitoring and mitigation programs for the potential increased strike risk at Provo Municipal Airport caused by the PRDRP. The AGREEMENT sets forth the mutually agreeable terms between the PARTIES for professional services and other related expenses incurred while completing tasks identified in Article VI – Scope of Work. This AGREEMENT is not a funds obligating document, a separate requirement for funds obligation will be executed following the execution of this AGREEMENT. This AGREEMENT is intended to be modified, as needed, at the mutual consent of the PARTIES to modify tasks or adjust funding levels.

V. Term of Agreement

This AGREEMENT shall become effective July 1, 2025, and shall remain in force and effect until June 30, 2030, at which time the Article V - Scope of Work described herein shall be completed unless extended or terminated by written mutual agreement.

VI. Scope of Work – Specific Obligations of the PARTIES

A. The COMMISSION will:

1. Reimburse RECLAMATION: up to the cumulative total of \$150,000 for costs associated with completing tasks identified in Article VI – Scope of Work.
2. Assume the lead and provide program oversight and administrative support pertinent to the AGREEMENT.
3. Ensure that frequent communication occurs between the PARTIES through regular meetings to discuss information related to this AGREEMENT.

B. RECLAMATION: will:

1. After consultation with the Commission and in accordance with priorities, time frames and other determinations of the Commission as per Article V.B., provide a qualified Wildlife Biologist meeting the requirements of the FAA Advisory Circular (AC) No: 150/5200-36A as a certified wildlife damage biologist with professional training and experience in wildlife hazard management at airports, and necessary equipment and supplies to fulfill Reclamation's obligations under this Agreement described in detail below, which are subject to the accomplishment of work in support of Reclamation's mission and the availability of personnel. Labor charges for the personnel involved will be at the employee's hourly rates which include overhead and surcharges.
2. The Wildlife Biologist provided by Reclamation will meet the following education, training, and experience standards:
 - Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series Wildlife Biologist as defined by the U.S. Office of Personnel Management classification standards (Appendix A) **or** be designated as a Certified Wildlife Biologist by the Wildlife Society (<http://www.wildlife.org>); and
 - Have taken and passed an Airport Wildlife Hazard Management training course acceptable to the FAA Administrator; and
 - While working under the direct supervision of a qualified Airport Wildlife Biologist, have conducted at least one Wildlife Hazard Assessment acceptable

to the FAA Administrator (as described in 14 CFR §139.337(c)); and

- Have successfully completed at least one of the following within 5 years of their initial FAA approved Airport Wildlife Hazard Management training course, and every 5 years thereafter:
- An Airport Wildlife Hazard Management training course that is acceptable to the FAA Administrator; or
- Attendance, as a registered participant, at a joint Bird Strike Committee-USA/Bird Strike Committee-Canada annual meeting; or
- Other training acceptable to the FAA Administrator.

4. Duties of the Wildlife Biologist:

- Serve as specialist regarding Wildlife-Aircraft Strike Risk issues. Participate as an active member of the Wildlife Hazard Management Working Group (WORKING GROUP) that will be established to facilitate communication between the Project Proponents and the Provo Municipal Airport. Provide advice and support to the Chair of the WORKING GROUP.
- Organize and attend regular WORKING GROUP meetings to address wildlife hazard monitoring, mitigation, and solutions.
 - o Meet (or convene electronically, e.g., Teams, conference call, etc.) monthly to share monitoring data and discuss need for mitigation.
- The goals of the WORKING GROUP are to coordinate and cooperate with the other entities regarding monitoring results, the need for hazard reduction measures, the types of hazard reduction measures to implement, and similar topics with the goal being to minimize the risk to Provo Municipal Airport posed by populations of hazardous wildlife attributed to the PRDRP.
- Assist and support the WORKING GROUP Chair in convening the WORKING GROUP within 1 year of construction completion and before the Provo Airport takes over the PRDRP HMP to:
 - o Define monitoring protocols and hazard or strike risk levels that require mitigation measures; and
 - o Establish roles and responsibilities for mitigation measures and notification with the proper airport contacts if the hazard level or strike risk increases to an unacceptable level based on the data obtained during the construction phase.

- Provide recommendations to the PRDRP Manager that minimizes wildlife related risk to aviation to the extent feasible while still meeting the underlying need of the PRDRP.
- Develop recommended budget to fund the Provo Airport for the hazard mitigation program for the PRDRP per the PRDRP HMP and in accordance with established protocols and action levels.
- Update the PRDRP HMP to reflect actual conditions within 2 years of the PRDRP being fully operational and periodically as needed thereafter. The PRDRP HMP will be separate from the Provo Airport WHMP but each document will reference the other.
- Organize and attend regular meetings with WORKING GROUP representatives to address wildlife hazard monitoring, mitigation and solutions.
- Coordinate with the Commission, Central Utah Water Conservancy District, Department of the Interior's CUPCA Office, Provo City, FAA, Utah Division of Wildlife Resources, U.S.D.A. Wildlife Services, USFWS, and others on a regular basis.

5. Develop an internal fiscal process that provides financial quarterly reports to the COMMISSION detailing expenditures in the following task categories on MCC-200: Wildlife Biologist. A narrative detailing accomplishments and proposed activities for the next quarter is also due at this time. See also Section VIII. PAYMENT OF FUNDS.

C. The PARTIES mutually agree:

1. Appoint a Project Officer to represent each PARTY in all matters regarding the AGREEMENT, update each PARTY of any changes, and designate staff members responsible for monitoring implementation.
2. The Scope of Work contained herein is intended to be completed during the agreement period, with funding to be provided for each annual increment, on an annual basis, by modification of this AGREEMENT.
3. Annual modifications to this AGREEMENT for the purpose of obligating additional funds for the next annual increment of work is contingent upon appropriation of funds by the U.S. Congress and reservation of funds made therefore by the COMMISSION.
4. If RECLAMATION: does not request reimbursement of the entire yearly obligation amount, the balance may be carried forward into the next fiscal year unless formally deobligated by the COMMISSION. No legal liability on the part of the COMMISSION for any payment may arise from performance under this AGREEMENT until funds are made available for performance.

5. Participate in all meetings scheduled for the purpose of exchanging technical information, providing progress reports, or other information requested by the either PARTY pertaining to activities under this AGREEMENT.
6. Provide technical or procedural advice and assistance, in a timely manner, at the request of either PARTY.
7. To arrange for, or confirm, all necessary compliance with Federal and state laws.
8. To review progress of work done under this AGREEMENT and to notify one another in advance of substantive changes in work to be done or expected accomplishment. All such changes shall be subject to negotiation, agreement, and modification by written AGREEMENT of the PARTIES, pursuant to Article IX.
9. The COMMISSION reserves the right to provide input on solicitation documents and award packages prior to the award of any contract. All solicitations and contracts shall be in writing with a copy furnished to the COMMISSION.

VII. Project Officers

For the COMMISSION:

Mr. Michael Mills, Executive Director
Utah Reclamation Mitigation and Conservation Commission
230 South 500 East, Suite 230
Salt Lake City, Utah 84102
mmills@usbr.gov
801-524-3163

For the RECLAMATION::

Mr. Benjamin Woolf, Deputy Area Manager
UNITED STATES BUREAU OF RECLAMATION
302 East Lakeview Parkway
Provo, Utah 84606
bwoolf@usbr.gov
801-379-1036

VIII. Payment of Funds

The RECLAMATION: shall submit to the COMMISSION a completed reimbursement request at or near the end of each month. The reimbursement request shall be submitted with supporting documentation for actual expenditures incurred under this AGREEMENT and must include the following forms:

- | | |
|---------------------|--|
| 1. SF-270 | Standard Form 270 Request for Reimbursement |
| 2. MCC-100 | Mitigation Commission Reimbursement Form |
| 3. MCC-200 | Mitigation Commission Task Breakdown Form for the following
Tasks: Wildlife Biologist |
| 4. Narrative Report | Description of activities and accomplishments under each
approved task. Identify activities planned for next quarter. |
| 5. MCC-300 | Property and Capital Equipment Inventory <i>(Only prepare if
property or capital equipment is purchased.)</i> |
| 6. SF-269A | Standard Form 269A Financial Status Report <i>(only prepare with
final request for reimbursement.)</i> |

RECLAMATION: shall retain all original receipts, invoices, vouchers, etc. substantiating all expenditures requested for reimbursement. These documents shall be made available to the COMMISSION upon request. All completed reimbursement requests shall be mailed to:

Utah Reclamation Mitigation and Conservation Commission
Attn: Channa Vyfvinkel, Financial Officer
230 South 500 East, Suite 230
Salt Lake City, Utah 84102
cvyfvinkel@usbr.gov

RECLAMATION: will invoice the COMMISSION using the Intra-Government Payment and Collection System (IPAC) through the Financial and Business Management System (FBMS). The COMMISSION'S Project Officer will provide a timely verification and approval of the reimbursement request. Upon approval, the COMMISSION will authorize RECLAMATION: to receive payment.

IX. Modifications

Modifications to this AGREEMENT may be proposed by any PARTY and shall become effective only upon written approval executed by signature of all PARTIES.

RECLAMATION: will assume all risks, liabilities, and consequences of performing additional work outside of their specified scope of work, unless prior written approval is secured from the COMMISSION's Project Officer.

X. Termination

This AGREEMENT may be terminated prior to the completion date specified in Article III by any PARTY upon thirty (30) days written notice to the others. Upon receipt of such written notice, RECLAMATION: will provide an accounting of remaining funds and outstanding contractual obligations of funds and return such funds to the COMMISSION. Upon termination pursuant to this Article, all materials produced under this AGREEMENT, whether complete or incomplete, shall be immediately provided by RECLAMATION: to the COMMISSION.

The COMMISSION shall pay for all work which, in the exercise of due diligence, RECLAMATION: is unable to cancel prior to the effective date of termination. Payments made

under this AGREEMENT, including payments under this article, shall not exceed the amount elsewhere specified herein.

XI. Resolving Disagreements

If disagreements arise between/among the PARTIES, they must be resolved according to the procedures discussed below:

1. The PARTIES shall attempt first to resolve disagreements through informal discussion among the subordinate staff responsible for project implementation.
2. If the disagreement cannot be resolved through informal discussion, each shall document the nature of the disagreement and bring it to the attention of their respective Project Officers.
3. After reviewing the facts of the disagreement, the Project Officers will arrange a formal meeting. The PARTIES will collectively decide on any varied approaches which might be used to resolve the disagreement. The PARTIES shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement.
4. Ultimately, if all other attempts at resolving the disagreement fail, a decision will be made by the COMMISSION whose decision shall be final and conclusive.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of continuation of the AGREEMENT (since any party may terminate the AGREEMENT with the specified notice), or other matters specifically addressed by the AGREEMENT itself.

XII. Contingent upon Appropriation

The financial obligation of the COMMISSION under this AGREEMENT is contingent upon appropriation and reservation of funds being made.

XIII. Property Ownership, Management, and Disposition

Title to all property and equipment acquired with AGREEMENT funds shall be vested in the recipient, subject to the condition that the property shall be used for the authorized purposes of the project. Should the recipient wish to take unrestricted title to any equipment or property acquired or to change the use of the facilities or real property so acquired, such transactions shall be governed by 2 CFR 200.

Unless otherwise specified in this AGREEMENT all procurement of property or equipment exceeding \$3,000.00 using AGREEMENT funds shall be approved in writing by the COMMISSION prior to the transaction being initiated. In addition, a physical inventory of all property and equipment acquired with AGREEMENT funds must be taken and the results provided to the COMMISSION at the termination of this AGREEMENT.

XIV. Data Files

All data files developed in fulfillment of the terms of this AGREEMENT shall become the property of the COMMISSION (this includes but is not limited to GIS coverages, databases, electronic and magnetic media, reports, inventories, drawings, maps, etc.). Prior to final payment being made, the COMMISSION's Project Officer shall be contacted to determine the disposition of data.

XV. Signatures

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION:

By: _____ Date: _____
Brad Barber, Commission Chair

For the U.S. BUREAU OF RECLAMATION:

By: _____ Date: _____
Rick Baxter, Provo Area Manager

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
June 24, 2025**

AGENDA ITEM NO.: 3B
TITLE: Study of Sage Grouse in the Strawberry Valley
COOPERATORS: Brigham Young University
EFFECTIVE DATES: July 1, 2025 through June 30, 2026
CUPCA AUTHORITY: Title III – Section 315
FINANCIAL COMMITMENTS:

Original Agreement	\$ 65,000.00
<u>Proposed Modification 001</u>	<u>\$ 65,000.00</u>
Total	\$130,000.00

SCOPE OF ACTION: This agreement provides funding for the study and monitoring of sage grouse in the Strawberry Valley
PLAN REFERENCE: Page 2-30, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT Jessie Stegmeier, Project Coordinator

SUMMARY: The Strawberry Valley Area Assessment identified Sage grouse in Strawberry Valley as functioning outside of a “properly functioning condition” and a high priority for restoration. There is a clear nexus between the decline of Sage grouse and federal reclamation projects. Approximately seventeen thousand acres of high-quality Sage grouse habitat and four of five display/breeding sites were inundated by the enlargement of Strawberry Reservoir as part of the CUP.

An interagency team (the Strawberry Valley Adaptive Resource Management Local Working Group) has been formed to facilitate the conservation of the Sage grouse. Its members include the U.S. Forest Service (USFS), Utah Division of Wildlife Resources (UDWR) and the U.S. Fish and Wildlife Service (USFWS). The Commission has been funding monitoring and studies to determine possible reasons for declining and low population levels of Sage grouse in Strawberry Valley by 1) evaluating available habitat; and 2) evaluating nesting and brood rearing success. Later studies shifted toward following reintroduced birds fitted with radio collars and more recently, GPS transmitters to monitor various aspects of survival and nesting success.

MODIFICATION NO. 001
AGREEMENT NO. 24FCUT2770
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
And BRIGHAM YOUNG UNIVERSITY

1. AGREEMENT TITLE: Study of Sage Grouse in the Strawberry Valley.

2. PURPOSE: To obligate additional funds for performance.

3. DESCRIPTION OF THE CHANGES:

Modify Article VI. Scope of Work. Specific Obligation of the PARTIES are as follows:

A. The COMMISSION will:

1. Reimburse **BYU** up to a cumulative total of ~~\$65,000.00~~ **\$130,000.00** for all services, approved equipment, materials and supplies to complete the work items specified in VI. Scope of Work.

4. AGREEMENT PRICE: The AGREEMENT price is increased by **\$65,00.00**.

FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$ 65,000.00	\$ 65,000.00
<u>Modification No. 001</u>	<u>\$ 65,000.00</u>	<u>\$ 65,000.00</u>
Total	\$130,000.00	\$130,000.00

5. SIGNATURES

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

For UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION:

By: _____
Brad Barber, Commission Chair

Date: _____

For BRIGHAM YOUNG UNIVERSITY, BYU

By: _____ Date: _____
Dr. Randy Larsen, Professor – Plant and Wildlife Sciences, Provo, Utah

By: _____ Date: _____
Gene R. Larson Director –, Research Administration, Provo, Utah

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
June 24, 2025**

AGENDA ITEM NO.: 3C
TITLE: Conveyance of Property and Construction of Provo River Delta Gateway Park
COOPERATORS: Provo City
EFFECTIVE DATES: January 1, 2025 through December 31, 2026
CUPCA AUTHORITY: Title II & III, PRDRP
FINANCIAL COMMITMENTS:

Original Agreement	\$3,245,000.00
Modification 001	\$ 0.00
<u>Proposed Modification 002</u>	<u>\$ 25,000.00</u>
Total	\$3,270,000.00

SCOPE OF ACTION: This agreement provides for additional funding to complete the Construction of Provo River Delta Gateway Park
PLAN REFERENCE: Pages 2-10 through 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT Michael Mills, Executive Director

SUMMARY: The PRDRP is a required and essential step toward recovery of the June sucker through restoration of the lower Provo river and its interface with Utah Lake. The PRDRP plan includes commitments to improve recreational opportunities along the existing Provo River corridor from Lakeshore Drive to Utah Lake State Park. The ACT, Section 312(a) authorizes the Commission to expend funds for the Utah Lake recreational improvements as proposed by State and local governments, and Section 311(d)(2) authorizes the Commission to expend funds to plan and construct recreational facilities of the Prov/Jordan River Parkway in Utah and Wasatch counties. Provo City has adopted a Parks and Recreation Master Plan that aligns well with the recreation purpose of the PRDRP and identifies increased access to natural amenities such as the Provo River and Utah Lake as a goal.

The Commission and Provo city have worked together on planning and design of Provo River Delta Gateway Park and associated trail connection facilities. The plan and design were completed under a prior agreement, number 18FCUT-2330. The Commission has acquired the property to be used as the site for the new park. Through this Agreement, the Commission will donate the land to Provo City and obligate funds to reimburse Provo city for the costs of construing the park. Provo City will then own and operate the park.

MODIFICATION NO. 002
AGREEMENT NO. 22FCUT-2600
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
PROVO CITY

1. **AGREEMENT TITLE:**Conveyance of Property and Construction of Provo River Delta Gateway Park.

2. **PURPOSE:** To extend the timeframe and schedule for performance.

3. **DESCRIPTION OF THE CHANGES:**

Modify Article V. Scope of Work – Specific Obligations of the Parties as follows:

A. **The COMMISSION will:**

2. Reimburse PROVO up to ~~\$3,245,000.00~~, **\$3,270,000.00** as authorized by Sections 311 and 312 of CUPCA to construct the Delta Gateway Park and pedestrian bridge crossing as designed.

4. **AGREEMENT PRICE:** The AGREEMENT price is increased by **\$25,000.00**.

FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$3,245,000.00	\$3,245,000.00
Modification 001	\$ 0.00	\$ 0.00
<u>Modification 002</u>	<u>\$ 25,000.00</u>	<u>\$ 25,000.00</u>
Total	\$3,270,000.00	\$3,270,000.00

5. **SIGNATURES:**

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____
Brad Barber, Commission Chair

Date: _____

PROVO CITY PARKS AND RECREATION

By: _____
Michelle Kaufusi, Mayor, Provo City

Date: _____

**PROPOSED AGREEMENT
FOR COMMISSION ACTION
June 24, 2025**

AGENDA ITEM NO.: 3D
TITLE: Provo River Recreation Feature Improvements
COOPERATORS: Utah County Public Works
EFFECTIVE DATES: March 1, 2024 through December 31, 2026
CUPCA AUTHORITY: Title II, Title III PRDRP
FINANCIAL COMMITMENTS:

Original Agreement	\$550,000.00
<u>Proposed Modification 001</u>	<u>\$ 0.00</u>
Total	\$550,000.00

SCOPE OF ACTION: This agreement provides an extension of the timeline for a contractor to mill and repave Provo Parkway Trail and paint stripes on Alligator Parking Lot

PLAN REFERENCE: Page 2-10 to 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report

STAFF CONTACT Michael Mills, Executive Director

SUMMARY: The multi-party Provo River Delta Restoration Project Land Transfer and Management Agreement (MC-23-0164) was executed in February 2023. In that agreement, the Mitigation Commission agrees to fund the re-pavement of the Provo River Parkway Trail from the delta diversion structure downstream to the end of the trail at the parking area known as the West Provo River Trailhead. In subsequent discussions with Utah County, it was decided that it would be efficient to also fund Utah County to complete the striping work in Alligator parking lot. Alligator Park is an existing trailhead identified for improvements as part of recreation components of the Provo River Delta Restoration Project.

MODIFICATION NO. 001
AGREEMENT NO. 24FCUT-2760
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
UTAH COUNTY PUBLIC WORKS

1. **AGREEMENT TITLE:** Provo River Recreation Feature Improvements.

2. **PURPOSE:** To extend the timeframe and schedule for performance.

3. **DESCRIPTION OF THE CHANGES:**

Modify Article V. Term of Agreement:

This AGREEMENT shall become effective March 1, 2024, and shall remain in force and effect until ~~February 28, 2026~~, December 31, 2026.

4. **AGREEMENT PRICE:** The AGREEMENT price will remain unchanged.

5. **SIGNATURES:**

The PARTIES hereby agree to the forgoing provision of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

By: _____
Brad Barber, Commission Chair

Date: _____

For the PROVO CITY PARKS AND RECREATION

By: _____
Brandon Gordon, Commission Chair, Utah County

Date: _____

By: _____
Jeffrey S. Grey, Utah County Attorney

Date: _____

**PROPOSED AGREEMENT
FOR COMMISSION ACTION
June 24, 2025**

AGENDA ITEM NO.: 3E
TITLE: Southern Leatherside Chub Conservation
COOPERATORS: Utah Division of Wildlife Resources
EFFECTIVE DATES: July 1, 2025 through June 30, 2029
CUPCA AUTHORITY: Section 202(a)(1)(B)(iii) of CUPCA as amended
FINANCIAL COMMITMENTS:

<u>Proposed Original Agreement</u>	<u>\$ 20,000.00</u>
Total	\$ 20,000.00

SCOPE OF ACTION: This agreement provides funding for Southern Leatherside Chub conservation activities to fulfill environmental commitments for the Utah Lake Drainage Basin Water Delivery

PLAN REFERENCE: Page 2-6, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report

STAFF CONTACT Paul Abate, Project Coordinator

SUMMARY: In the January 27, 2005, Record of Decision, the Utah Reclamation Mitigation and Conservation Commission (Commission) made several Environmental Commitments to offset Utah Lake Drainage Basin Water Delivery System (ULS) impacts to aquatic resources, among others. One of these commitments was to offset potential impacts on leatherside chub, by committing to support the Utah Division of Wildlife Resources (Division) in evaluating population and habitat status or determining threats and/or identifying conservation actions that could protect, and where appropriate, enhance leatherside chub habitat.

AGREEMENT

between the

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

and the

UTAH DIVISION OF WILDLIFE RESOURCES

for

Southern Leatherside Chub Conservation

I. Authority

This Agreement, hereinafter the AGREEMENT, between the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, hereinafter the COMMISSION and the UTAH DIVISION OF WILDLIFE RESOURCES, hereinafter the UDWR, individually or collectively known as the PARTY or PARTIES is made and entered into pursuant to the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575, as amended), the Utah Natural Resources Act (U.C.A. 63-34-7), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 et. seq.).

Section 301(h)(4) of the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575) contain the Central Utah Project (CUP) Completion Act, hereinafter the ACT. The ACT provides for an orderly completion of the CUP, the largest participating project of the 1956 Colorado River Storage Project (CRSP), by authorizing an increase in the original appropriations ceiling for CUP. Titles III and IV of the ACT specifically address fish, wildlife, and outdoor recreation mitigation and enhancement opportunities. Title III of the ACT also established the COMMISSION to expend Federal funds appropriated under Titles III and IV. In addition, the COMMISSION will assume implementation of Section 8 of the CRSP in Utah.

II. Appropriateness of Authority

The authority cited above is appropriate to the subject matter of this agreement allowing the COMMISSION to grant funds to UDWR. The COMMISSION has hired staff and developed its administrative and fiscal policies and procedures since inception in July of 1994; however, additional support is requested from other agencies to meet its statutory responsibilities.

III. Background

The COMMISSION is a federal entity and is required to comply with the Fish and Wildlife Coordination Act (16 U.S.C. 661 et. seq.), hereinafter the FWCA. The COMMISSION is required to consult with the U.S. Fish and Wildlife Service and UDWR for compliance regarding mitigation commitments made in accordance with the FWCA, and otherwise consults with the UDWR regarding priorities, opportunities and issues associated with mitigation and conservation projects authorized under the ACT. The UDWR also administers many projects with the COMMISSION and manages many CRSP mitigation areas and is ideally situated and capable of performing routine interim management activities on adjacent or nearby COMMISSION lands.

The COMMISSION was created under CUP to assure that fish and wildlife impacts due to the CUP are mitigated. The Utah Lake Drainage Basin Water Delivery System (ULS) was authorized in Section 202(a)(1)(B)(iii) of CUPCA as amended. It is the last of the original systems of the Bonneville Unit of the CUP and provides project water for municipal and industrial purposes, irrigation, hydroelectric power, fish and wildlife, and recreation. It replaced the Irrigation and Drainage System, first identified in the Bonneville Unit Final Environmental Impact Statement in 1973.

In its January 27, 2005 Record of Decision for the ULS, the COMMISSION made several Environmental Commitments to offset impacts to aquatic resources among others. One of these commitments was to offset potential impacts on leatherside chub, by committing to support the DIVISION in evaluating population and habitat status or determining threats and/or identifying conservation actions that could protect, and where appropriate, enhance leatherside chub habitat.

The primary goal of Southern leatherside chub conservation is the conservation of populations for their continued existence within significant portions of their historic range. Efforts to conserve these populations can be best accomplished by supporting ongoing efforts of responsible federal, state, and private entities. These entities are partners with the Commission in developing a conservation agreement and strategy that identifies measures to conserve, protect and restore the Southern leatherside chub populations and habitats. A conservation agreement and strategy has been developed for the Southern leatherside chub. It identifies the following objectives, among others, needed to conserve the species: (Also see Attachment A).

1. Habitat enhancement
2. Habitat protection
3. Range Expansion
4. Restoration of hydrologic conditions

IV. Purpose

This AGREEMENT is for the purpose of obligating funds to the UDWR on a reimbursable basis for professional services and other related expenses incurred when completing tasks identified in Article VI – Scope of Work. This AGREEMENT is intended to be modified, as needed, in writing, by the mutual consent of the PARTIES to modify tasks or adjust funding levels.

V. Term of Agreement

This AGREEMENT shall become effective July 1, 2025, and shall remain in force and effect until June 30, 2029, at which time the Article VI - Scope of Work described herein shall be completed unless extended or terminated by written mutual agreement.

VI. Scope of Work – Specific Obligations of the PARTIES

A. The COMMISSION will:

1. Reimburse the UDWR on a quarterly basis up to the cumulative total of \$20,000 for cost associated with completing tasks identified in Article VI – Scope of Work.
2. Assume the lead and provide program oversight and administrative support pertinent to the AGREEMENT.
3. Ensure that frequent communication occurs between the PARTIES through bi-weekly or as needed meetings to discuss information related to this AGREEMENT.

B. The UDWR will:

1. Assign appropriate staff, procure equipment and supplies, and obtain required permits necessary to complete the following tasks as described in Attachment A, as consistent with the Conservation Agreement and Strategy.
2. On Commission-owned parcels, complete stewardship activities as approved by the COMMISSION, as needs are identified. Such approval may be obtained in writing or via email from the COMMISSION's Project Officer for this AGREEMENT. The UDWR will be responsible for obtaining all permits required to complete the activities and coordinating with adjacent landowners and other appropriate individuals that may be directly affected by the activities.
3. Provide required documents listed in Section VIII – Payment of Funds, paying special attention to the quarterly financial reports detailing expenditures related to the above task categories using form MCC-200: Project Management; Southern Leatherside conservation activities and a narrative detailing accomplishments and proposed activities for the next quarter is also due.
4. Comply with the terms of Standard Form 424B "Assurances - Non-Construction Programs" attached hereto and incorporated herein.

C. The PARTIES mutually agree:

1. Appoint a Project Officer to represent each PARTY in all matters regarding the AGREEMENT, update each PARTY of any changes, and designate staff members responsible for monitoring implementation.

2. The Scope of Work contained herein is intended to be completed during the agreement period, with funding to be provided for each annual increment, on an annual basis, by modification of this AGREEMENT.

3. Annual modifications to this AGREEMENT for the purpose of obligating additional funds for the next annual increment of work is contingent upon appropriation of funds by the U.S. Congress and reservation of funds made therefore by the COMMISSION.

4. If UDWR does not request reimbursement of the entire yearly obligation amount, the balance may be carried forward into the next fiscal year unless formally deobligated by the COMMISSION. No legal liability on the part of the COMMISSION for any payment may arise from performance under this AGREEMENT until funds are made available for performance.

5. Participate in all meetings scheduled for the purpose of exchanging technical information, providing progress reports, or other information requested by the either PARTY pertaining to activities under this AGREEMENT.

6. Provide technical or procedural advice and assistance, in a timely manner, at the request of either PARTY.

7. To arrange for, or confirm, all necessary compliance with Federal and state laws.

8. To review progress of work done under this AGREEMENT and to notify one another in advance of substantive changes in work to be done or expected accomplishment. All such changes shall be subject to negotiation, agreement, and modification by written AGREEMENT of the PARTIES, pursuant to Article VIII.

9. The COMMISSION reserves the right to provide input on solicitation documents and award packages prior to the award of any contract. All solicitations and contracts shall be in writing with a copy furnished to the COMMISSION. If any contracts are utilized, the terms of the following clause shall apply:

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing grants and cooperative agreements awarded by any Federal agency.

The UDWR hereby agrees to carry out this policy and the awarding of sub-agreements and contracts to the fullest extent consistent with efficient grant/cooperative agreement performance. The UDWR further agrees to cooperate on any studies or surveys as may be conducted by the United States

Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the recipient's compliance with this clause.

As used in the AGREEMENT the term "small business concern" shall mean a small business as defined pursuant to the Small Business Act (15 U.S.C. 631 et seq.) and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

- a. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- b. Whose management and daily business operations are controlled by one or more such individuals.

The UDWR shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to the Small Business Act (15 U.S.C. 631 et seq.)

The UDWR, acting in good faith, may rely on written representation by their sub-recipients or contractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

VII. Project Officers

For the COMMISSION:

Mr. Paul Abate, Project Coordinator
Utah Reclamation Mitigation and Conservation Commission
230 South 500 East, Suite 230
Salt Lake City, Utah 84102
pabate@usbr.gov
801-524-3157

For the UDWR:

Mr. Keith Lawrence, Native Aquatics Project Leader
UTAH DIVISION OF WILDLIFE RESOURCES
Central Region Office
Springville, Utah 84663

VIII. Payment of Funds

The UDWR shall submit to the COMMISSION a completed reimbursement request at or near the end of each quarter. The reimbursement request shall be submitted with supporting documentation for actual expenditures incurred under this Agreement and must include the following forms:

- | | |
|---------------------|---|
| 1. SF-270 | Standard Form 270 Request for Reimbursement |
| 2. MCC-100 | Mitigation Commission Reimbursement Form |
| 3. MCC-200 | Mitigation Commission Task Breakdown Form for the following AGREEMENT: Project Management; Southern Leatherside conservation activities |
| 4. Narrative Report | Description of activities and accomplishments under each approved task. Identify activities planned for next quarter. |
| 5. MCC-300 | Property and Capital Equipment Inventory (<i>Only prepare if property or capital equipment is purchased.</i>) |
| 6. SF-269A | Standard Form 269A Financial Status Report (<i>only prepare with final request for reimbursement.</i>) |

The UDWR shall retain all original receipts, invoices, vouchers, etc. substantiating all expenditures requested for reimbursement. These documents shall be made available to the COMMISSION upon request. All completed reimbursement requests shall be mailed to:

Utah Reclamation Mitigation and Conservation Commission
Attn: Channa Vyfvinkel, Financial Officer
230 South 500 East, Suite 230
Salt Lake City, Utah 84102
cvyfvinkel@usbr.gov

The COMMISSION'S Project Officer will provide a timely verification and approval of the reimbursement request. Upon approval, the COMMISSION will authorize its fiscal agent to make payment by means of a funds transfer to the UDWR. The COMMISSION will provide the UDWR with notification of its approval and authorization for payment.

IX. Modifications

Modifications to this AGREEMENT may be proposed by any PARTY and shall become effective only upon written approval executed by signature of all PARTIES.

UDWR will assume all risks, liabilities, and consequences of performing additional work outside of their specified scope of work, unless prior written approval is secured from the COMMISSION's Project Officer.

X. Termination

This AGREEMENT may be terminated prior to the completion date specified in Article III by any PARTY upon thirty (30) days written notice to the others. Upon receipt of such written notice, the UDWR will provide an accounting of remaining funds and outstanding contractual obligations of funds and return such funds to the COMMISSION. Upon termination pursuant to this Article, all materials produced under this AGREEMENT, whether complete or incomplete, shall be immediately provided by the UDWR to the COMMISSION.

The COMMISSION shall pay for all work which, in the exercise of due diligence, the UDWR is unable to cancel prior to the effective date of termination. Payments made under this AGREEMENT, including payments under this article, shall not exceed the amount elsewhere specified herein.

XI. Resolving Disagreements

If disagreements arise between/among the PARTIES, they must be resolved according to the procedures discussed below:

1. The PARTIES shall attempt first to resolve disagreements through informal discussion among the subordinate staff responsible for project implementation.
2. If the disagreement cannot be resolved through informal discussion, each shall document the nature of the disagreement and bring it to the attention of their respective Project Officers.
3. After reviewing the facts of the disagreement, the Project Officers will arrange a formal meeting. The PARTIES will collectively decide on any varied approaches which might be used to resolve the disagreement. The PARTIES shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement.
4. Ultimately, if all other attempts at resolving the disagreement fail, a decision will be made by the COMMISSION whose decision shall be final and conclusive.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of continuation of the AGREEMENT (since any party may terminate the AGREEMENT with the specified notice), or other matters specifically addressed by the AGREEMENT itself.

XII. Contingent upon Appropriation

The financial obligation of the COMMISSION under this AGREEMENT is contingent upon appropriation and reservation of funds being made.

XIII. Property Ownership, Management, and Disposition

Title to all property and equipment acquired with AGREEMENT funds shall be vested in the recipient, subject to the condition that the property shall be used for the authorized purposes of the project. Should the recipient wish to take unrestricted title to any equipment or property acquired or to change the use of the facilities or real property so acquired, such transactions shall be governed by 2 CFR 200.

Unless otherwise specified in this AGREEMENT all procurement of property or equipment exceeding \$3,000.00 using AGREEMENT funds shall be approved in writing by the COMMISSION prior to the transaction being initiated. In addition, a physical inventory of all property and equipment acquired with AGREEMENT funds must be taken and the results provided to the COMMISSION at the termination of this AGREEMENT.

XIV. Data Files

All data files developed in fulfillment of the terms of this AGREEMENT shall become the property of the COMMISSION (this includes but is not limited to GIS coverages, databases, electronic and magnetic media, reports, inventories, drawings, maps, etc.). Prior to final payment being made, the COMMISSION's Project Officer shall be contacted to determine the disposition of data.

XV. Signatures

The PARTIES hereby agree to the forgoing provisions of this AGREEMENT as witnessed by the execution below.

For the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION:

By: _____ Date: _____
Brad Barber, Commission Chair

For the UTAH DIVISION OF WILDLIFE RESOURCES, UDWR

By: _____ Date: _____
Riley Peck, Director

By: _____ Date: _____
Sarah Scott, Financial Manager

Attachment A
Southern Leatherside Chub Conservation
Utah Lake Drainage Basin Water Delivery System
Environmental Commitments.

The Utah Reclamation and Conservation Commission (Commission) made several Environmental Commitments to offset Utah Lake Drainage Basin Water Delivery System (ULS) impacts to aquatic resources, among others. One of these commitments was to offset potential impacts on leatherside chub, by committing to support the Utah Division of Wildlife Resources (Division) in evaluating population and habitat status or determining threats and/or identifying conservation actions that could protect, and where appropriate, enhance leatherside chub habitat (Commission Record of Decision, January 27, 2005).

Based on input from the Southern Leatherside Chub Technical Team and the guidance of the Conservation Agreement and Strategy for Southern Leatherside (*Lepidomeda aliciae*) in the State of Utah (Division 2010), the following conservation actions were recommended for the Commission to carry out in partial fulfillment of the environmental commitment for Southern leatherside chub. Additional work tasks are outlined in the UDWR Work Plan in Attachment B.

1. Restoration of hydrologic conditions through in-stream flow purchase or lease. A water right acquisition is estimated to cost \$3,000-6,000 per acre foot; however, a water lease would cost substantially less and would probably be more feasible. A 724 acre-feet water volume would provide one cubic foot per second (cfs) flow for 365 days; 119-acre feet would provide one cfs flow for 60 days. In-stream flow acquisition through purchase or lease is recommended for streams listed below. These streams have seasonally dewatered reaches, and some would benefit from flow amounts as low as 0.25-0.5 cfs. Instream flow evaluations would be covered under this conservation action. The Division will continue to seek opportunities to secure water for instream flow augmentation.

Thistle Creek (reaches upstream of Nebo Creek, Utah County), tributary to the Spanish Fork River (Hydrologic Unit Code –HUC 16020202, within the Utah Lake Drainage Geographic Management Unit-GMU; Division 2010).

Main Creek (dewatered reaches and diversions were mapped in 2009), tributary to the Provo River (HUC 16020203, Utah Lake Drainage GMU). An instream flow analysis has been completed. Main Creek can be 75% dewatered. Stream reaches have supported good Southern leatherside populations and upper reaches contain Bonneville cutthroat trout. A considerable amount of restoration work was completed from 2014 to 2019; however, some needs related to habitat improvement and particularly improving stream flows remain. The Division will meet with various stakeholders including Trout Unlimited and NRCS to discuss potential water leasing or other measures to augment instream flows and brainstorm other issues.

San Pitch River (HUC 16030004; Sevier River GMU) and tributaries. Southern leatherside chub populations occur in Canal Creek and at multiple locations in the San Pitch River (Division 2010). Least chub have also been documented below Gunnison Reservoir. Surveys during 2018 also detected leatherside chubs in the lower portion of Twelvemile Creek. The Division is currently working with members of the San Pitch Watershed Council to secure more water in a 3-mile reach below Gunnison Reservoir where both Southern leathersides and Least chub have been documented and do some habitat improvements.

2. Habitat protection through riparian conservation easements. Some potential locations for riparian conservation easements for Southern leatherside chub habitat protection or enhancement have been identified:

Utah Lake Drainage GMU

Thistle Creek - interested landowners near Birdseye, Utah have been identified by the Division. One potential easement includes 1500m of stream frontage, where past Southern leatherside chub surveys indicated 740 fish/km. A series of 20 beaver dam analogs were installed in Thistle Creek near Indianola in 2022 and 2023 to improve habitat for Southern leathersides and Bonneville cutthroat. Later surveys showed chubs and mountain suckers using these habitats and the BDAs also appeared to be benefitting Northern leopard frogs. Such efforts will continue here and elsewhere in the basin.

Main Creek - tributary to the Provo River, located in Wasatch County. The Division has completed all of the planned restoration work; however, additional work may take place in the future in lower priority areas. The Division is planning to meet with various partners including Trout Unlimited, UDAF, UDEQ and possibly others to discuss potential additional habitat work, water quality improvements and instream flow.

Sevier River Drainage GMU

Canal Creek (a San Pitch River tributary) - interested landowners near Spring City, Sanpete County, have been identified by the Division. One potential easement contains 100m of stream frontage. Canal Creek has been found to have low densities of Southern leatherside chub, but also supports Northern leopard frog. Downstream areas seem to be overrun with nonnatives, but additional properties upstream hold potential for Southern leatherside chub. This property is a small parcel, but it may help recruit other landowners.

San Pitch River - reaches located primarily in Sanpete County. An interested landowner is currently partnering on a joint Natural Resource Conservation Service - Division stream restoration project and a conservation easement would lend additional protection. There are also efforts currently underway on the Nuttall easement near Fairview to address potential habitat limitations that may be contributing to declines in Columbia spotted frogs at that location.

3. Habitat enhancement. To enhance or restore habitat conditions for Southern leatherside chub in the stream reaches listed above, a need has been identified for a compilation and publication of Southern leatherside chub specific habitat restoration recommendations,

based on existing publications or data. Most stream habitat restoration guidelines are based on trout models and may not support Southern leatherside populations.

Habitat enhancement has been taking place on reaches of Tie Fork (tributary to Soldier Creek) for several years, and on Thistle and Soldier Creeks (Spanish Fork River HUC-Utah Lake Drainage GMU). Tie Fork has been deemed by the Division as too cold for leathersides. There are historical records for Southern leatherside chub in Soldier Creek (Division 2010), although impacts related to the Bald Mountain-Pole Creek Fire in 2018 eliminated them temporarily from the system. Recent surveys show they are returning to lower portions of the creek. Those in portions of Thistle Creek seem to be rebounding based on recent surveys. Tie Fork is located within the Uinta National Forest boundary; however, much of Thistle and Soldier Creeks where leathersides have been documented in the past occur on private land. Habitat enhancement such as post-assisted log structures are tentatively planned for upper Nebo Creek; however, surveys in 2024 of recent tree felling to create habitat suggest that this may be premature as the system is still unstable. The Division will continue to monitor conditions to determine when this will be feasible.

Substantial habitat enhancement efforts are planned in lower Diamond Fork during 2026 through Commission funding. These are intended to benefit Columbia spotted frog, Southern leatherside chub, and other native fish including possibly Bonneville cutthroat. Surveys are planned to evaluate pre- and post-enhancement abundance of Southern leatherside chub and Columbia spotted frogs in the project area.

The Division is working with other partners in the San Pitch Watershed Council to secure landowner permission to perform habitat improvements including stream realignment and nonnative vegetation removal (Russian olive and tamarisk) in a 3-mile section below Gunnison Reservoir. A primary goal is to provide a minimum instream flow. Both Southern leathersides and Least chub have been documented in this area.

4. Evaluation of the presence or absence of Southern leatherside chub in burned and non-burned areas of the Spanish Fork Canyon and tributaries to include Soldier and Thistle Creeks, Diamond Fork, Spanish Fork River and others. Identification of any future augmentation, and/or habitat restoration work will be conducted during these surveys. Restoration activities are ongoing or currently taking place in Nebo Creek (directional tree felling, grade control structures, brown trout fish barrier) and Diamond Fork (post-assisted log structures, cottonwood revegetation) to benefit Bonneville cutthroat and Southern leathersides. Habitat improvement (beaver dam analogs) took place in Thistle Creek upstream from the confluence with Nebo Creek in 2024 where low flows and dewatered sections of stream impact aquatic species. These will be maintained, possibly supplemented and monitored for native fish and amphibians. Once post-fire conditions stabilize, future plans are for habitat evaluation and restoration efforts in Nebo Creek above a recently constructed fish passage barrier, in portions of Thistle below Nebo Creek, and potentially in Soldier Creek. Recent beaver activity in Nebo Creek may achieve desired objectives without intervention; these conditions will be monitored.

References

Division. 2010. Draft Conservation Agreement and Strategy for Southern Leatherside (*Lepidomeda aliciae*) in the State of Utah. Utah Division of Wildlife Resources. 1594 West North Temple. Salt Lake City, Utah. 41 pgs.

Commission. 2005. Utah Reclamation Mitigation and Conservation Commission Record of Decision for the Utah Lake Drainage Basin Water Delivery System. 19 pgs.

Attachment B

CRO Southern Leatherside Work Plan – URMCC 2025 Contract

Objectives

1. Coordinate with the Mitigation Commission during planned habitat restoration work in the lower Diamond Fork River during 2026 to benefit Columbia spotted frog, Southern leatherside chub, and other native fish species.
 - A very preliminary conceptual design for restoration work in the river just above its confluence with the Spanish Fork River was submitted by Allred Restoration in 2024. The current plan is to have a final design completed by the end of 2025 with work scheduled to occur during 2026.
 - DWR plans to participate in the planning process and have some presence onsite during key phases of construction. Stream electrofishing surveys will be undertaken to evaluate pre- and post-restoration (5-10 years) densities of Southern leatherside chub, mountain sucker and other native fish species. Surveys may occur annually initially (first 5 years) and then less frequently.
 - DWR has conducted egg mass surveys in the project vicinity for over 20 years. Despite some past restoration work, these have shown a decline and then stabilization in this population. Part of the goal of the new project will be to restore some lost wetlands. DWR will monitor these areas for habitat conditions and breeding once completed. Some consideration may eventually be given to translocating/headstarting egg masses from local sources with the goal of expanding their distribution and increasing population size.
2. Continue distributional surveys to verify past positive eDNA detections in the Diamond Fork River.
 - Initiated in 2022 and expanded on in 2023 and 2024, eDNA detections have suggested that Southern leatherside chubs were more widespread in Diamond Fork than previously understood. Subsequent intensive electrofishing surveys have confirmed this to be true.
 - Additional surveys are needed to better define their population size or densities, and the extent of their distribution. These are key components of efforts to better assess the overall status of the species with the ultimate goal of downgrading it from SGCN status.
3. Continue to collaborate with the United States Forest Service (USFS) to provide insight and recommendations regarding where future eDNA sampling should occur for Southern leatherside chub.
 - Recent eDNA surveys suggest populations are more broadly distributed in the Spanish Fork Basin than previously thought, which may be at least partially due to subsiding impacts of recent wildfires. Thus far, surveys have been limited to USFS property along the Diamond Fork River and its tributaries and Nebo Creek.

- Funding has been received through the Species Protection Account to expand these surveys minimally into the Provo River Basin, where past electrofishing surveys have failed to reveal the presence of Southern leatherside chub and eDNA sampling results along the main river by USFS in 2022 were negative. However, a number of small streams intersect with the main stem in the Middle Provo River including Berkenshaw, Daniels, Rock, Snake and Spring Creeks. Should discrete populations be discovered here, these could form the basis for future restoration work to enhance habitat conditions for the species, or simply as information conveying their more extensive range.
 - eDNA sample collections are scheduled to begin in these Provo River tributaries in 2025. Follow up fish surveys, if needed in the event of positive results, would commence in 2026.
4. Continue to monitor sites in the Spanish Fork Basin recovering from wildfire impacts and explore opportunities for habitat restoration work.
 - DWR has documented steady improvements in Southern leatherside chub and mountain sucker numbers in Spanish Fork, Diamond Fork, Thistle Creek, Nebo Creek, and Soldier Creek since the Pole Creek Fire in 2018. Surveys will continue to document the breadth and intensity of recovery, all of which can contribute to eventual downgrading of Southern leathersides as an SGCN.
 5. Work with SLO to create propagation plans for populations that are rare or at risk from being extirpated due to future catastrophic events such as a fire or drought.
 6. Continue efforts to remove nonnative Brown Trout, utilize existing barriers, or create new passage barriers to maintain Brown Trout free reaches and enhance Southern leatherside numbers in these areas.
 - A fish passage barrier installed in Nebo Creek in 2019 has been effective at precluding brown trout which were extirpated following the 2018 wildfire. Bonneville cutthroat were stocked above the barrier shortly thereafter and have been thriving. Southern leathersides are present above the barrier, albeit in low numbers. Habitat conditions have recently improved there through the activities of beaver which have reinvaded this portion of the creek.
 - DWR is planning to disease certify leathersides in Thistle Creek or at another suitable site like Diamond Fork, and then translocate several hundred fish into Nebo Creek above the barrier in 2025 and survey thereafter. Recently created beaver ponds should provide good habitats for these fish.
 7. Continue to collaborate with the DWR Habitat section to provide recommendations for PALs, BDAs and other habitat enhancement to benefit Southern leatherside chubs.

8. Continue to participate in San Pitch Watershed Council Group meetings to provide recommendations for future restoration efforts that could benefit leatherside chubs.
 - The Council is interested in improving stream and riparian conditions below Gunnison Reservoir which suffers from impacts of insufficient flows, invasive plants like Russian Olive and Tamarisk, and nonnative fish. Southern leathersides have been documented in this portion of the San Pitch River when flows are adequate. The Council and DWR are working to gain the cooperation of a landowner to accomplish this.

DRAFT