

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION CONSIDERATION/ACTION
April 15, 2025**

AGENDA ITEM NO.: 3A
TITLE: Realty and Related Services, Associated with Mitigation and Conservation Lands for the Bonneville Unit, Central Utah Project
COOPERATORS: U.S. Bureau of Reclamation
EFFECTIVE DATES: January 1, 2021 through December 31, 2025
CUPCA AUTHORITY: Title III Section 306(c)(9)
FINANCIAL COMMITMENTS:

Original Agreement	\$ 40,000
Modification 001	\$ 50,000
Modification 002	\$ 950,000
<u>Proposed Modification 003</u>	<u>\$ 10,000</u>
Total	\$1,050,000

SCOPE OF ACTION: This agreement provides funding for realty services and related assistance for acquisition and administration of Bonneville Unit mitigation and conservation lands.

PLAN REFERENCE: FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report

STAFF CONTACT Isabelle Simmons, Natural Resource Specialist

SUMMARY: Under this program the Commission and U.S. Bureau of Reclamation work together to identify, prioritize, and acquire properties for subsequent development and/or management for mitigation purposes. The Bureau of Reclamation would work closely with the Commission to accomplish these objectives and provide realty and related services. This modification is intended to provide funding for purchase of land for the Utah Lake Wetland Preserve.

MODIFICATION NO. 003
AGREEMENT 21AA-UT-2430
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
US BUREAU OF RECLAMATION

1. AGREEMENT TITLE: Realty and Related Services Associated with Mitigation and Conservation Lands for the Bonneville Unit, Central Utah Project

2. PURPOSE: To obligate additional funds for performance.

3. DESCRIPTION OF THE CHANGES:

Modify Article V. Scope of Work-Specific Obligations of the PARTIES: as follows:

“A. The COMMISSION will:

3. Reimburse RECLAMATION up to ~~\$40,000.00~~ ~~\$90,000.00~~ ~~\$1,040,000.00~~ \$10,000.00 for all services, approved equipment, materials and supplies to complete the work items for implementation of this AGREEMENT.

4. AGREEMENT PRICE: The AGREEMENT price is increased by **\$950,000.00.**
FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$ 40,000	\$ 40,000
Modification No. 001	\$ 50,000	\$ 50,000
Modification No. 002	\$ 950,000	\$ 950,000
<u>Modification No. 003</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
TOTAL:	\$1,050,000	\$1,050,000

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: _____ Date: _____
Brad Barber, Commission Chair

For the U.S. BUREAU OF RECLAMATION

By: _____ Date: _____
Regional Realty Officer

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION CONSIDERATION AND ACTION
April 15, 2025**

AGENDA ITEM NO.: 3B
TITLE: Design and Construction of the Provo River Delta Restoration Project (PRDRP)
COOPERATORS: U.S., Bureau of Reclamation
EFFECTIVE DATES: December 1, 2020 through December 31, 2025
CUPCA AUTHORITY: Titles II, III PRDRP
FINANCIAL COMMITMENTS:

Original Agreement	\$ 3,650,000.00
Modification 001	\$ 4,000,000.00
Modification 002	\$ 4,300,000.00
Modification 003	\$ 2,800,000.00
Modification 004	\$ 2,000,000.00
Modification 005	\$ 1,500,000.00
Modification 006	\$ 800,000.00
<u>Proposed Modification 007</u>	<u>\$ 800,000.00</u>
Total	\$19,850,000.00

SCOPE OF ACTION: This agreement provides funding for Design and Construction activities in 2025

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

STAFF CONTACT Michael Mills, Executive Director

SUMMARY: This modification adds funding to reimburse Reclamation for design, planning and construction services on Provo River Delta Restoration Project (PRDRP). This funding will primarily be used to complete modifications to the diversion structure and finish the small downstream dam. The PRDRP is partial mitigation for impacts of Bonneville Unit of the Central Utah Project on June sucker and related resources. The PRDRP is a required and essential step toward recovery of this threatened species through restoration of the lower Provo River and its interface with Utah Lake. Construction began in March 2020 and progress has continued with potential completion in 2025.

MODIFICATION NO. 007
INTERAGENCY AGREEMENT NO. 21AAUT-2440
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
U.S. BUREAU OF RECLAMATION

1. **AGREEMENT TITLE:** Design and Construction of the Provo River Delta Restoration Project
2. **PURPOSE:** This modification obligates additional funds to reimburse Reclamation's design and construction activities in 2025.
3. **DESCRIPTION OF CHANGES:**
 - A. Modify Article V as follows:
 - A. **The COMMISSION will:**
"1. Reimburse Reclamation up to ~~\$3,650,000.00~~ ~~\$7,650,000.00~~ ~~\$11,950,000.00~~ ~~\$14,750,000.00~~ ~~\$16,750,000.00~~ ~~\$18,250,000.00~~ ~~\$19,050,000.00~~ **\$19,850,000.00** for all services, approved equipment, materials and supplies to complete the work items for implementation of this Agreement."
4. **ADJUSTMENT IN AGREEMENT PRICE:** The price is increased by \$800,000.00.

FUNDING HISTORY TO DATE:

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$ 3,650,000.00	\$ 3,650,000.00
Modification No. 001	\$ 4,000,000.00	\$ 4,000,000.00
Modification No. 002	\$ 4,300,000.00	\$ 4,300,000.00
Modification No. 003	\$ 2,800,000.00	\$ 2,800,000.00
Modification No. 004	\$ 2,000,000.00	\$ 2,000,000.00
Modification No. 005	\$ 1,500,000.00	\$ 1,500,000.00
Modification No. 006	\$ 800,000.00	\$ 800,000.00
<u>Modification No. 007</u>	<u>\$ 800,000.00</u>	<u>\$ 800,000.00</u>
Total	\$19,850,000.00	\$19,850,000.00

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: _____
Title: Brad Barber, Commission Chair

Date: _____

U.S. BUREAU OF RECLAMATION

By: _____
Title: Rick Baxter, Provo Area Manager

Date: _____

**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
April 15, 2025**

AGENDA ITEM NO.: 4A
TITLE: Wildlife Hazard Mitigation at the Provo City Airport (PVU) and the Provo River Delta Restoration Project (PRDRP).
COOPERATORS: USDA – APHIS, Wildlife Services
EFFECTIVE DATES: May 1, 2022 through April 30, 2027
CUPCA AUTHORITY: Title II, Title III PRDRP
FINANCIAL COMMITMENTS:

Original Agreement	\$ 61,992.54
Modification 001	\$ 69,496.00
Modification 002	\$ 76,000.00
<u>Proposed Modification 003</u>	<u>\$ 78,000.00</u>
Total	\$285,488.54

SCOPE OF ACTION: This agreement provides funding for wildlife hazard management assistance to the Provo City Airport (PVU) and the nearby Provo River Delta Restoration Project (PRDRP) when experiencing aircraft-wildlife conflicts.

PLAN REFERENCE: Page 2-1 to 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report

STAFF CONTACT Michael Mills, Executive Director

SUMMARY: The Mitigation Commission, CUPCA and other project sponsors developed the Provo River Delta Wildlife Hazard Mitigation Plan. The Wildlife Hazard Assessment qualified biologist implements the plan through coordinating wildlife hazard mitigation activities at the Provo River Delta Project with the U.S. Bureau of Reclamation biologists and the Provo City Airport. Wildlife hazard mitigation assistance may be in the form of educational information, non-lethal techniques, or direct control. The specific goal is to protect human health and safety at PVU by identifying and reducing existing or pre-existing wildlife hazards to aircraft at and around PVU and identifying and mitigating any potential new or existing hazards due to the construction and implementation of PRDRP.

The cost of employing a wildlife biologist including travel, vehicle, and field supplies is split between the Mitigation Commission and Provo City. This modification provides the Mitigation Commission's share of the funding for May 1, 2025 through April 30, 2026.

MODIFICATION NO. 003
AGREEMENT NO. 22AAUT-2580
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
US. DEPARTMENT OF AGRICULTURE (USDA), ANIMAL AND PLANT HEALTH
INSPECTION SERVICE (APHIS) – WILDLIFE SERVICES

1. AGREEMENT TITLE: Wildlife Hazard Mitigation at the Provo City Airport (PVU) and Provo River Delta Restoration Project (PRDRP).

2. PURPOSE: To obligate additional funds for performance.

3. DESCRIPTION OF THE CHANGES:

Modify the Annual Work Plan and Financial Plan. Specific Obligation of the PARTIES are as follows:

- A. The COMMISSION updates the AGREEMENT contact to: **Michael Mills**
- B. The COMMISSION will:
 - 1. Reimburse the **US DEPARTMENT OF AGRICULTURE - APHIS, WILDLIFE SERVICES**: up to a cumulative total of ~~\$61,992.54~~ ~~\$131,488.54~~ ~~\$207,488.54~~ **\$285,488.54** for all services, approved equipment, materials and supplies to complete the work items specified in #12 for **May 1, 2025 to April 30, 2026**.

4. AGREEMENT PRICE: The AGREEMENT price is increased by **\$78,000**.

FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$61,992.54	\$61,992.54
Modification No. 001	\$69,496.00	\$69,496.00
Modification No. 002	\$76,000.00	\$76,000.00
<u>Modification No. 003</u>	<u>\$78,000.00</u>	<u>\$78,000.00</u>
Total	\$285,488.54	\$285,488.54

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 US DEPARTMENT OF AGRICULTURE - APHIS, WILDLIFE SERVICES:

By: _____
Chad Heuser, State Director, Utah

Date: _____

**PROPOSED AGREEMENT
FOR COMMISSION CONSIDERATION
April 15, 2025**

AGENDA ITEM NO.: 5A
TITLE: Diamond Fork and Sixth Water Creek Water Quality Monitoring
COOPERATORS: Central Utah Water Conservancy District
EFFECTIVE DATES: January 1, 2020 through December 31, 2025
CUPCA AUTHORITY: Title II, 201
FINANCIAL COMMITMENTS:

Original Agreement	\$ 23,000.00
Modification 001	\$ 23,000.00
Modification 002	\$ 23,000.00
Modification 003	\$ 23,000.00
<u>Proposed Modification 004</u>	<u>\$ 11,000.00</u>
Total	\$ 103,000.00

SCOPE OF WORK: This agreement provides funding for the Commission's portion of the water quality and flow monitoring to continue in 2024 in fulfillment of the 1988 Definite Plan Report (DPR) and 2004 Supplement to the DPR.

PLAN REFERENCE: Pages 2-26 through 2-29, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report

STAFF CONTACT: Paul Abate, Project Coordinator

SUMMARY: The 1988 DPR and the 1991 Fish and Wildlife Coordination Act Report for the Diamond Fork System for the Bonneville Unit, Central Utah Project, included requirements for water quality and flow monitoring in Diamond Fork Creek and Sixth Water Creek. This agreement continues a coordinated effort with the Central Utah Water Conservancy District's ongoing water quality monitoring for planning purposes to meet the Commission's environmental commitment and avoid duplication of effort. Under this agreement, the Commission will pay for maintenance costs of gauging and recording stations, and cost-share with the District on water quality sample collection and laboratory analysis costs. This modification provides funds for monitoring and maintenance costs for 2025.

MODIFICATION NO. 004
MITIGATION AGREEMENT NO. 20FCUT-2400
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
CENTRAL UTAH WATER CONSERVANCY DISTRICT

1. **AGREEMENT TITLE:** Diamond Fork and Sixth Water Creek Water Quality Monitoring
2. **PURPOSE:** To obligate additional funds for performance.
3. **DESCRIPTION OF THE CHANGE:**
Modify Article V. Scope of Work. Specific Obligation of the PARTIES are as follows:
B. The COMMISSION will:
 1. Reimburse the CUWCD for all allowable and allocable costs to complete the terms of the purpose and objective of this AGREEMENT up to a maximum amount of ~~\$23,000.00~~ ~~\$46,000.00~~ ~~\$69,000.00~~ ~~\$92,000.00~~, **\$103,000.00** for the 2025 calendar year.
4. **AGREEMENT PRICE:** The AGREEMENT price is increased by **\$11,000.**

FUNDING HISTORY TO DATE

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$23,000.00	\$23,000.00
Modification No. 001	\$23,000.00	\$23,000.00
Modification No. 002	\$23,000.00	\$23,000.00
Modification No. 003	\$23,000.00	\$23,000.00
<u>Modification No. 004</u>	<u>\$11,000.00</u>	<u>\$11,000.00</u>
Total	\$103,000.00	\$103,000.00

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: _____ Date: _____
Brad Barber, Commission Chair

For the CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____ Date: _____
Gene Shawcroft, General Manager

ATTACHMENT C

Diamond Fork and Sixth Water Creek Water Quality and Flow Monitoring, 2025

A. WORK ELEMENTS

Obtain water samples in the field for water quality analysis.
Take field measurements for flow, pH, DO, Conductivity, and Temperature.
Properly fill out analysis sheet for laboratory and deliver to lab for analysis.

B. APPROXIMATE COSTS

Tasks	Costs Commission
Sixth Water Flow station operation and maintenance 2025	\$9,240
Water Quality monitoring	
Labor and travel 2025	\$6,760
Sample Analysis 2025	\$7,000
Total	\$23,000

C. RESPONSIBILITIES

DISTRICT will collect all samples, obtain field data, and deliver samples to lab for analysis. DISTRICT will coordinate with the USGS for the flow monitoring station on Sixth Water Creek. The Mitigation Commission will provide funding to DISTRICT for one-half of all sampling costs, all non-USGS operation and maintenance cost share of the Sixth Water Creek flow gauge.

DISTRICT will provide all field data, temperature data, and water quality data to the Mitigation Commission in electronic format as soon as possible after collection and analysis.

**PROPOSED AGREEMENT
FOR COMMISSION CONSIDERATION
April 15, 2025**

AGENDA ITEM NO.: 5B
TITLE: Provo River Delta Wetland and Vegetation Monitoring
COOPERATORS: Utah State University
EFFECTIVE DATES: June 1, 2025 through May 31, 2030
CUPCA AUTHORITY: Titles II, III PRDRP
FINANCIAL COMMITMENTS:

<u>Proposed Original Agreement</u>	<u>\$ 45,000.00</u>
Total	\$ 45,000.00

SCOPE OF ACTION: This agreement provides funding for USU to prepare for and conduct NW 27 vegetation monitoring in Provo River Delta.
PLAN REFERENCE: Pages 2-10 through 2-12, Provo River Delta, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT Paul Abate, Project Coordinator

SUMMARY: This agreement provides funding for USU to prepare for and conduct Nationwide Permit (NWP) 27 vegetation monitoring in Provo River Delta including assessments, surveys, and counts; compile and analyze collected data; and provide written reports and electronic data sets to include all data, photos, maps, and GIS shapefiles. This Provo River Delta Restoration Project (PRDRP) vegetation monitoring effort will provide the necessary assurance to the U.S. Army Corps of Engineers (USACE) that the restoration effort was done in accordance with an approved NWP 27 (aquatic habitat restoration, enhancement, and establishment activities) and has thus met the established success criteria.

AGREEMENT

between the

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

and the

UTAH STATE UNIVERSITY

for the

Provo River Delta Wetland and Vegetation Monitoring

I. Authority

This Agreement, hereinafter the AGREEMENT, between the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, hereinafter the COMMISSION and the UTAH STATE UNIVERSITY, hereinafter the USU, 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 USU. 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 entities to meet its statutory responsibilities.

III. Background

This Provo River Delta Restoration Project (PRDRP) monitoring effort will provide the necessary assurance to the U.S. Army Corps of Engineers (USACE) that the restoration effort was done in accordance with an approved Nationwide Permit (NWP) 27 (aquatic habitat restoration, enhancement, and establishment activities).

The monitoring information collected will provide a record for the USACE that the restoration effort has been completed and has met the established success criteria. The main goal for the PRDRP is to create, protect and enhance special aquatic sites, especially those needed for the recovery of June sucker, an endangered fish that lives in Utah Lake and uses the Provo River for spawning, hatching and rearing. The restoration project construction plan includes phased construction activities occurring during the years 2020 through 2025. Post-construction monitoring will begin in 2025, the year following completion of the majority of construction activities. Monitoring will take place annually for three years, and it is anticipated that the success criteria will be met by the end of the third year following completion of restoration construction activities. The monitoring is designed to provide the USACE with an overall qualitative description of the restored special aquatic sites within the project area. Limited quantitative data will be collected in representative areas to assess aquatic resource habitat diversity; however, the monitoring effort is designed to be streamlined and efficient.

IV. Purpose

This AGREEMENT is for the purpose of obligating funds to the USU 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 June 1, 2025, and shall remain in force and effect until May 31, 2030, 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 USU on an annual basis up to the cumulative total of \$ 45,000 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.
4. Review project deliverables and other relevant documents in a timely manner.

B. USU will:

1. Assign appropriate staff, procure equipment and supplies, and obtain required permits necessary to complete the work items in this AGREEMENT as described in Attachment A. In general, USU will use funds obligated herein to prepare for and conduct NW 27 vegetation monitoring in Provo River Delta including assessments, surveys, and counts; compile and analyze collected data; and provide written reports and electronic data sets to include all data, photos, maps, and GIS shapefiles. GIS deliverables for vegetation monitoring shall include metadata and shall be provided in NAD 83 State Plane Utah Central FIPS 4302, US feet format.
2. 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; Delta NW27 Surveys 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 USU 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 USU 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 USU 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.

USU 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 disadvantage by the Administration pursuant to the Small Business Act (15 U.S.C. 631 et seq.)

USU, 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:

Paul Abate, Project Coordinator
Utah Reclamation Mitigation and Conservation Commission
230 South 500 East, Suite 230
Salt Lake City, Utah 84102-2045
801/524-3157 FAX 801/524-3148
pabate@usbr.gov

For USU:

Mindy Wheeler
Utah State University
160 Old Main
Logan, UT 84321
385/235-1062
mindywheeler@utah.gov

VIII. Payment of Funds

USU 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; Delta NW27 Surveys
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 *(Only prepare if property or capital equipment is purchased.)*
6. SF-269A Standard Form 269A Financial Status Report *(only prepare with final request for reimbursement.)*

USU 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 USU. The COMMISSION will provide the USU 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.

USU 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 USU 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 USU to the COMMISSION.

The COMMISSION shall pay for all work which, in the exercise of due diligence, the USU 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.

UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION:

By: _____ Date: _____
Brad Barber, Commission Chair

UTAH STATE UNIVERSITY, USU

By: _____ Date: _____
Sponsored Programs Office

By: _____ Date: _____
Budget Officer

Attachment A

Provo River Delta
NW 27 Vegetation Monitoring
Work Proposal

Prepared for

Utah Reclamation Commission

Prepared by

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I. Introduction

The Utah Reclamation and Mitigation Conservation Commission (URMCC) has requested a statement of work (SOW) proposal for success criteria monitoring of the Provo River Delta per US Army Corps of Engineering (USACE) Nationwide 27 permit for the project area. For the purposes of this SOW, the monitoring plan suggested and written by Bio-West shall serve as a template for this needed work, but upcoming meetings with the USACE could potentially modify the outlined work in this document to better suit their needs or URMCC's needs.

The URMCC and USU will communicate regularly on the various aspects of this work, as there are many researchers and workers on the property that could help meet the need for data and conditions throughout the growing season. USU will take responsibility for the written report at the end of each monitoring season by an agreed upon date.

The project area is shown in **Figures 1 and 2**.

II. Objectives

The overall objective of this proposed work is to comply with the Nationwide 27 permit issued by the USACE for the Provo River Delta project.

a) Vegetation Performance Standards consist of:

- The Project Area supports no more than 25% total cover of state-listed noxious weeds, and
- The Project Area includes no areas of phragmites monocultures > 1/3 acre in size.

b) Hydrology Performance Standards consist of:

- Emergent wetlands and peat mounds will meet USACE wetland hydrology criteria.
- 75% of woody riparian wetland areas will meet USACE hydrology criteria.
- Open water channels, ponds, and submerged aquatic habitats will remain at least partially flooded through the year.
- Delivered flows to the existing Provo River channel will match the designed flow regime.

c) Habitat-Specific Performance Standards consist of:

- Restored Submerged Aquatic Vegetation (SAV) will be at least 5% cover.
- Restored emergent wetlands will be at least 75% aerial cover of herbaceous wetland plants of FAC or wetter.
- Existing peat mound areas are not degrading or reducing in size and will be at least 75% aerial cover of wetland plants (FAC or wetter).
- Woody riparian wetlands will be at least 150 stems per acre of planted or volunteer native woody riparian tree/ shrub species and will be 75% aerial cover.

d) Stream Channel Performance Standards consists of:

- At least 2 channel pathways between the lake and delta are open flowing and passable by adult June sucker during the spring spawning period each year.
- Fish, including June Sucker can move in both directions between Utah Lake and the existing Provo River channel above the diversion plug.

- Constructed channels have defined intact banks that hold flowing relatively deep water and provide conditions appropriate for aquatic life movement within the river as well as the reconstructed portion of the existing Provo River downstream of the diversion plug (some bank erosion is acceptable).
- Constructed streambanks are generally well-vegetated with appropriate riparian vegetation that contributes to bank strength and integrity (some bank erosion is expected and acceptable).

III. Methods

The Utah Rare Plant Program (URPP) will acquire the final construction/ as-built report and shape files that quantify and map the acres of constructed features and seeding and planting mixes and species. The URPP will also acquire past aerial images of the project site since 2019 to help produce an initial map of the as-built vegetation types. The URPP will explore the PRD project in April or May of 2025 to get familiar with the characteristics of the site. Following an initial evaluation of the site, the URPP will take geo-located photographs and detailed notes throughout the property to better utilize the aerial imagery and notes to generate a detailed 'as-built' map. The URPP team will communicate with other entities doing work in the area to make sure to include additional pertinent information for required annual reports as well as acquire information others may be collecting which is directly related to the success criteria (e.g. hydrology success criteria). In the Spring of 2025, the URPP will visit the site with Bio-West to better understand the construction issues and consult with them about specific monitoring locations. The minimum of monitoring locations shall include 3 locations for each of emergent wetland, woody riparian, submerged aquatic vegetation, and raised peat mounds (See Figure 2).

Monitoring shall occur annually for 3 years.

Vegetation Monitoring

Vegetation sampling will be conducted within established monitoring plots to record total cover, relative cover, and species composition of wetland vegetation communities following the construction of the restoration area. The specific sampling approach used and quantitative data collected will vary somewhat among the different habitat types. A preliminary draft map of proposed monitoring plot locations has been provided, however, an updated map of proposed monitoring locations will be prepared by the URPP to assure all monitoring plots are located in the correct habitat types after consulting with Bio-West. Monitoring locations will be finalized in coordination with USACE.

30-foot radius monitoring plots will be established at permanent locations for the Raised Peat Mound Wetland, Woody Riparian Wetland, and Emergent Wetland habitat types. Three monitoring plots will be sampled per habitat type within the restored delta area. One additional monitoring plot will be established within the reconstructed portion of the existing Provo River channel below the diversion plug.

At each monitoring location, a center point marker will be installed and a survey tape will be extended 30-feet out from plot center to the plot edge. All plant species will be identified within the 30-foot monitoring plot radius and a comprehensive list of species that occur within the monitoring plot will be recorded in order to document species composition.

- For Emergent Wetland and Raised Peat Mound habitat types, herbaceous vegetation will be recorded within a minimum of 4- 1 m² quadrats placed at 15 feet from center in each of 4 cardinal directions within the 30-foot radius monitoring plot. The average, total, and relative cover of herbaceous vegetation will be calculated for all four quadrats.
- For Woody Riparian habitat monitoring plots, stem density of riparian trees and shrubs will be recorded by counting each single stem within the monitoring plot. Herbaceous riparian vegetation will be recorded within 4- 1 m² quadrats placed at 15 feet from center within the 30-foot radius monitoring plot. The results from the stem density counts combined with the quadrat data will be used to determine total cover.

SAV monitoring may remain somewhat flexible as a USU graduate student performed SAV cover for a few years and the URPP will mirror those methods for consistency and ability to compare results. Prior methods entailed reading monitoring points estimating cover by species within a 0.25 m² quadrat. The URPP will read a minimum of ten 0.25 m² quadrats along a 50 meter line in the channel (See Figure 2). A percent cover of each species and a total estimate of SAV percent cover will be recorded.

In the delta pond SAV sampling areas (northern yellow dots on Figure 2), SAV will be assessed along a 20 m length of shoreline (outward from the emergent wetland/open water boundary) extending 10 meters out into the water. For consistency, a minimum of ten 0.25 m² plots will be read for cover by species in both these areas and all SAV patches within this buffer will be delineated and their perimeter mapped. Both a percent cover of each species and a total estimate of SAV percent cover will be recorded. Using the sampling area data, the entire SAV community total aerial percent cover will be extrapolated. Continuing discussions with the USU, USACE and the URMCC may help to elucidate methods that will best describe SAV diversity and cover throughout the project area.

Photo points will be recorded at representative locations within each 30-foot radius monitoring plot and SAV monitoring site. The coordinates of the monitoring plot center, photo points, and locations of hydrology observation points will be recorded with a hand-held GPS capable of sub-meter accuracy in order to produce a GIS mapping document to illustrate the monitoring locations and to aid in navigation for subsequent monitoring events.

All GIS deliverables shall include metadata and shall be provided in NAD 83 State Plane Utah Central FIPS 4302, US feet format.

Habitat Mapping and Descriptions

Professional judgment from the botany team regarding vegetation type as well as their structure and condition will be used as the team delineates vegetation types throughout the

project area to both create an as-built map as well as to help determine final locations of monitoring plots.

All data, notes and photos will be presented in a written report each year to be delivered in the winter 2026 through 2029.

Funding Estimate

The proposed budget for completing all tasks outlined in this proposal is approximately \$94,568.80 (this assumes an overhead rate of 10%) This includes all materials, travel costs, and personnel hours to complete field work and generate deliverables. **Table 1** provides line item expenses in terms of personnel hours per task and travel costs.

IV. Schedule

It is hoped that the URPP will get on site sometime in April or early May to get familiar with proposed sampling points and associated habitat types. Sampling will take place at peak phenology – likely sometime in July. Reconnaissance and sampling may take between 2 to 3 weeks for 3 to 4 botanists to accomplish these tasks.

V. Funding Estimate

Table 1. Success Criteria Funding Estimate

Year 1					
	# people	Hours	Total Hours	Rate	Total Cost
Program Lead/ Oversight	1	50	50	\$70.00	\$3,500.00
Data Collection Prep	2	40	80	\$40	\$3,200
Habitat Assessment	3	60	180	\$55	\$9,900
Habitat Sampling	3	70	210	\$55	\$11,550
Data Compilation and Analysis/ Written Report	1	80	80	\$60	\$4,800
	# Trips/Nights				
Travel/ Vehicle Costs					
90 miles each trip (\$0.44/ mile)	5	0.44	90	198	\$198
\$38/day	5	\$38		\$190	\$190
Hotel	5	\$150			\$750
Materials					
Inflatable tandem kayak				\$3,200	\$3,200
3 small dry bags					\$90
2 paddles					\$200
Plot Location Stakes and Caps				\$300	\$300
1/4m quadrats				\$50	\$50

Sub-total					\$37,928.00
Overhead (10%)					\$3,792.80
Yr 1 Total					\$41,720.80
Year 2					
	# people	Hours	Total Hours	Rate	Total Cost
Program Lead/ Oversight	1	30	30	\$70.00	\$2,100.00
Data Collection Prep	2	25	50	\$42	\$2,100
Habitat Assessment	3	40	120	\$57	\$6,840
Habitat Sampling	3	40	120	\$57	\$6,840
Data Compilation and Analysis/ Written Report	1	80	80	\$60	\$4,800
	Trips				
Travel/ Vehicle Costs					
90 miles each trip (\$0.46/ mile)	5	0.46	90	207	\$207
\$40/day	5	\$40		\$200	\$200
Hotel	5	\$150			\$750
Materials					
Replacement needs					\$250
Sub-total					\$24,087.00
Overhead (10%)					\$2,408.70
Year 2 Total					\$26,495.70
Year 3					
	# people	Hours	Total Hours	Rate	Total Cost
Program Lead/ Oversight	1	50	50	\$70.00	\$3,500.00
Data Collection Prep	2	20	40	\$43	\$1,720
Habitat Assessment	3	30	90	\$60	\$5,400
Habitat Sampling	3	40	120	\$60	\$7,200
Data Compilation and Analysis/ Written Report	1	80	80	\$62	\$4,960
	Trips				
Travel/ Vehicle Costs					
90 miles each trip (\$0.44/ mile)	5	0.48	90	216	\$216
\$38/day	5	\$42		\$210	\$190
Hotel	5	\$160			\$800

Materials					
Replacement Needs					\$150
Sub-total					\$24,136.00
Overhead (10%)					\$2,216.30
Year 3 Total					\$26,352.30
TOTAL					\$94,568.80

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2017 Heliotrope milkvetch (*Astragalus montii*) Status Report

VI. Works Cited

Bio-West, 2020. Provo River Delta Restoration Project: Success Criteria and Post-Construction Monitoring Plan. SUBMITTED TO: US Army Corps of Engineers.

Welsh SL, Atwood ND, Goodrich S, Higgins LC. 2015. A Utah flora. Fifth Edition. Provo (UT): Brigham Young University Press. Table 2. Success Criteria Monitoirng

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Figure 1. Provo River Delta Property

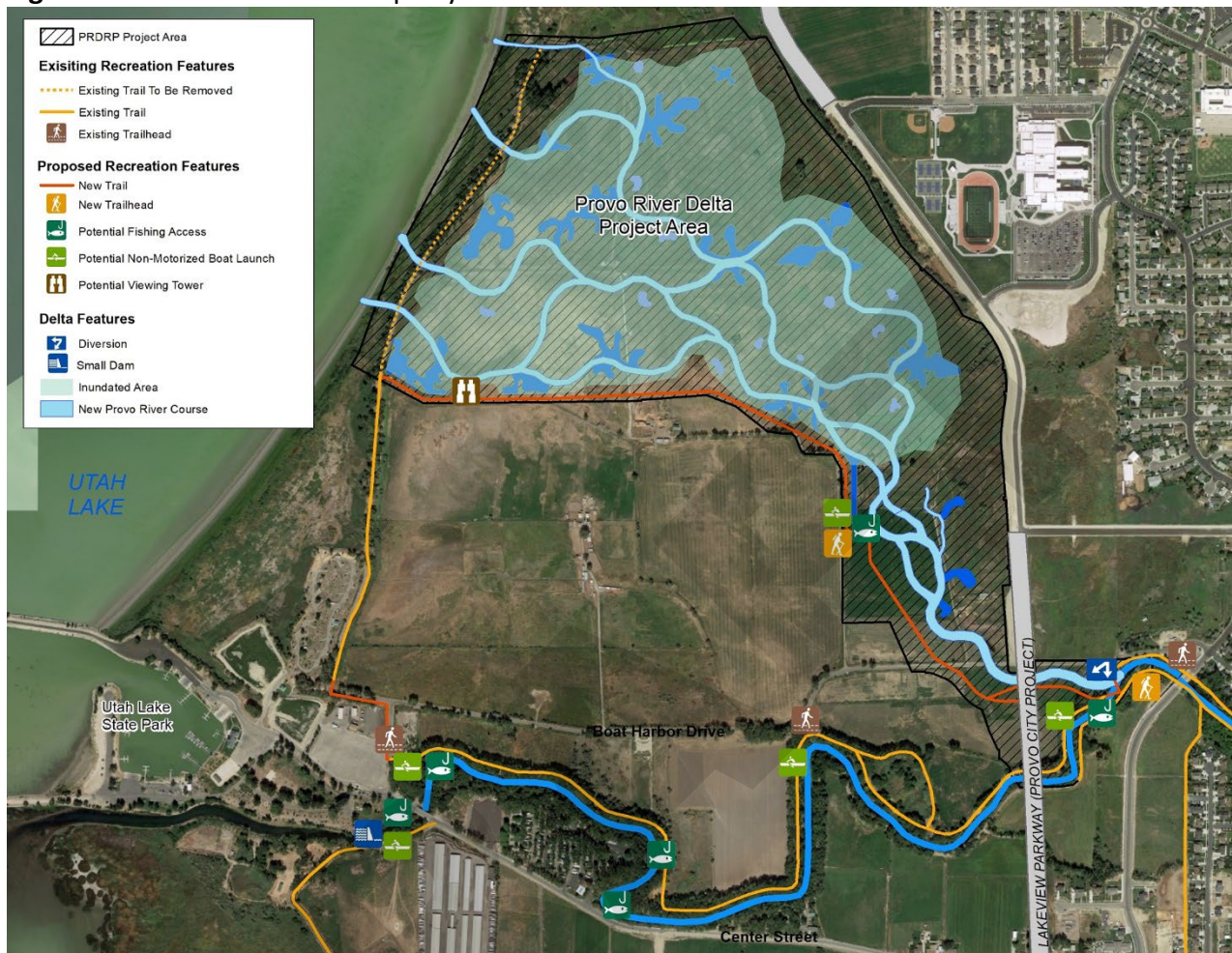


Figure 2. Potential Monitoring Locations for Success Criteria



**PROPOSED MODIFICATION OF AGREEMENT
FOR COMMISSION ACTION
April 15, 2025**

AGENDA ITEM NO.: 5C
TITLE: Pest Monitoring and Control Services
COOPERATORS: Utah County
EFFECTIVE DATES: April 1, 2023 through March 31, 2028
CUPCA AUTHORITY: Titles II, 201
FINANCIAL COMMITMENTS:

Original Agreement	\$10,000
Modification 001	\$10,000
<u>Proposed Modification 002</u>	<u>\$10,000</u>
Total	\$30,000

SCOPE OF ACTION: This agreement provides funding for Pest Monitoring and Control activities in 2025
PLAN REFERENCE: Pages 2-11 to 2-12, FY2021-2025 Mitigation and Conservation Plan and FY2020 Annual Report
STAFF CONTACT Mike Mills , Executive Director

SUMMARY: CUPCA authorized and required the Commission to implement several mitigation projects within Utah County. The Commission, together with other joint lead agencies, issued an Environmental Impact Statement (EIS) and FONSI in 2015 for restoring the connection of the Provo River to Utah Lake into a more naturally functioning delta ecosystem. Known as the Provo River Delta Restoration Project (PRDRP), this ecosystem was needed to facilitate recovery of June sucker, a threatened fish species endemic to Utah Lake. The PRDRP was implemented in 2020 and the Provo River was released into the restored delta habitat in March of 2023. During the NEPA process, public comments expressed concern that the PRDRP would increase mosquito breeding habitat and associated increases in nuisance and disease vector mosquitoes. The Commission committed to fund increased mosquito monitoring in the PRDRP, to assess potential changes in mosquito populations. Two monitoring locations within and near the PRDRP have been added to Utah County. Monitoring at these locations was initiated prior to construction of the project to allow for comparisons of mosquito populations after the project is completed.

This modification adds funding to the current agreement to allow Utah County to continue mosquito monitoring near the PRDRP. The monitoring season is expected to run from the last week in May through September. Should monitoring indicate the need for increase mosquito control, funding can be used for those efforts.

MODIFICATION NO. 002
AGREEMENT NO. 23CUT-2690
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
UTAH COUNTY

1. **AGREEMENT TITLE:** Pest Monitoring and Control Services
2. **PURPOSE:** To obligate additional funds to the AGREEMENT and to continue the pest monitoring and control activities in 2025.
3. **DESCRIPTION OF CHANGES:**
 - A. Modify Article V as follows:
 - A. **The COMMISSION will:**
“1. Reimburse UTAH COUNTY up to ~~\$10,000.00~~ ~~\$20,000.00~~
\$30,000.00 for all services, approved equipment, materials and supplies to complete the work items specified in Attachment A to this agreement.”

4. **ADJUSTMENT IN AGREEMENT PRICE:** The price is increased by \$10,000.00.
FUNDING HISTORY TO DATE:

<u>Instrument</u>	<u>Value</u>	<u>Reservation</u>
Original	\$10,000.00	\$10,000.00
Modification No. 001	\$10,000.00	\$10,000.00
<u>Modification No. 002</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
Total	\$30,000.00	\$30,000.00

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: _____

Utah County

By: _____
Title: Utah County

Date: _____