

**MINUTES
BOX ELDER COUNTY COMMISSION
MAY 03, 2023**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **May 03, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 4:53 p.m.

The regular session was called to order by Chairman Summers at 5:00 p.m. with the following members present, constituting a quorum:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla Young	County Clerk

The prayer was offered by Chairman Summers.

The Pledge of Allegiance was led by Assessor Rodney Bennett.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF APRIL 11, 2023 AND APRIL 19, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY COMMISSIONER PERRY AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Carriage Association of America Conference - Commissioner Perry

Commissioner Perry reported that the Carriage Association of America held a conference at Eli Andersons place and the fairgrounds. He stated they received praise for the county. He thanked all who helped put on a great event. He stated there were about 300 people in attendance.

Date Change for Commission Meeting - Commissioners

Chairman Summers stated the Commissioners are unavailable due to meetings out of state for the next scheduled Commission meeting. He suggested they move the May 17, 2023 meeting to May 30, 2023.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

Flood Watch - Commissioners

Chairman Summers stated they have been watching flooding issues closely. He encouraged those who live close to a river to be prepared.

Commissioner Perry stated the state has a website that is helpful and the public can watch some of the rivers as they have cameras. The website is floods.utah.gov.

ARPA

There were no ARPA items discussed.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

North Elwood Ditch Company Drain Lines-Laura Selman

Ricky Hansen, Fred Selman, and Laura Selman of Tremonton shared concerns regarding drain lines in Elwood. They stated there are so many new homes being built and some are being built upon drain lines.

Laura Selman explained that a few years back someone mapped out all the drain lines and those maps were put somewhere in the county as well as the soil conservation district. She is concerned that people will be having water in their basements and they need to plan for the future.

Chairman Summers mentioned it would be a good topic to discuss with all the mayors at their monthly COG meeting.

Community Development Director Scott Lyons stated that West Corinne provided maps of their system and it has been helpful. He stated there are state codes about things being built on drains.

There were suggestions about having the information digitized and having the GIS department put it online. It was also discussed that developers should have a plan to solve the drainage problems in their development.

Laura Selman thanked the Commission for all they do for the county.

Request to use the Grounds of the County Building for Peach Days-Monica Holdaway

Box Elder Chamber of Commerce Executive Director Monica Holdaway stated Peach Days will be held Sept 7-9, 2023. She asked for permission to use county grounds for the event.

MOTION: Commissioner Perry made a motion to allow the use of the county grounds for Peach Days September 7-9, 2023. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Follow up Report for Business Summit-Monica Holdaway

Box Elder Chamber of Commerce Executive Director Monica Holdaway spoke about the recent business summit. She gave a report of what the Chamber of Commerce has been doing as a business resource center. She said they have had eight start up business consultations, thirty six business visits, and two manufacturing tours. She said the main concern with businesses is still having enough employees. She stated the Business Summit was a success. There were

approximately 100 people in attendance. She spoke about the career day at the high school and stated a small business conference is coming up.

Annual Request for Activities Planned on Brigham City Main Street-David Walker

David Walker, Volunteer Director for Brigham City Downtown Main Street spoke to the commissioners about the downtown events in Brigham City and requested the use of county courthouse grounds and parking lot for the events through October.

MOTION: Commissioner Bingham made a motion to allow the use of the courthouse grounds/parking lot for the Brigham City events. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Election Research Update-Fred Hayes

Fred Hayes of Bear River City presented concerns about elections to the Commissioners. He expressed his thoughts on election risks, precinct autonomy, voting irregularities throughout the country, and access to public voting records. He stated that each elected official has sworn an oath and wondered what importance the Commission places on the integrity of the vote. He asked what actions will be taken to defend the secure delivery of his voice which is his ballot from his hand all the way through the counting process.

COMMISSIONERS

Bear River Water Conservancy District Report-Commissioner Bingham

This item was combined with a later agenda item Water Purchase agreement #23-33.

CDBG Grouse Creek Grant #23-27-Commissioners

Chairman Summers explained the grant agreement is for the work done for the Grouse Creek Water System.

MOTION: Commissioner Bingham made a motion to approve Grant Agreement #23-27. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 2 - Grant Agreement #23-27

Water Purchase Agreement #23-33 Between Bear River Water Conservancy District and Baxter Beef-Commissioners

Commissioner Bingham stated the Bear River Water Conservancy District and the people of Deweyville and Collinston have come together and decided that Deweyville is going to continue to provide water for the upcoming year until a well can be completed. The conservancy district is studying water flows in springs and five different wells.

Carl Mackley, General Manager of Bear River Water Conservancy District, gave a brief history of the county and conservancy district in the first years the district was created. He said the county was a sponsor and some assets are part owned by the county. The conservancy district has a water system in Bothwell and water rights are limited. For the past 12 years they have leased water to Baxter Beef, Inc. They have now drilled their own well to water their livestock. It makes sense to sell them the small amount of water so the district wouldn't have to put in a measuring device, monitor, or report the data. Agreement #23-33 is with Baxter Beef to sell the water right. He stated that in the agreement it requires Mr. Baxter to file his own change application to stock water.

MOTION: Commissioner Bingham made a motion to approve Agreement #23-33 with Baxter Beef, Inc. and get a change application. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 3 - Water Purchase Agreement #23-33

Resolution #23-02 Inland Port Authority-Commissioners

Scott Wolford and Ben Hart (via telephone) stated they presented to the Commission in January in an RDA meeting. Resolution #23-03 shows support of the county for the Inland Port. They have been working with a few municipalities within the county and would like to move forward with the plan and budget. He said they are not trying to change anything the county is doing. Their goal is to be collaborative with what the county wants. Their purpose is to create the right logistics to empower the communities through creating jobs

Commissioner Bingham suggested some things should be put into place in the agreement for the protection of the citizens.

Scott Wolford stated property owners do not have to participate if they don't want to be and there is not a time constraint. He said in reality property owners won't likely see any difference. He gave an update on municipalities who they are working with.

MOTION: Commissioner Bingham made a motion to approve Resolution #23-02 regarding the Inland Port Authority. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - Resolution #23-02

COMMUNITY DEVELOPMENT

Corridor Preservation Fund Request-CPF22-02 Garland- West Factory St.-Scott Lyons

Community Development Director Scott Lyons stated they have received a request from Garland City. The project originally came before the COG in 2022 and was significantly higher than what could be funded. They reworked the plan for surfacing and drainage improvements and the COG approved the new request in April. The new request is for \$180,476.00 with a match by Garland City of \$99,324.00.

MOTION: Commissioner Bingham made a motion to approve the Corridor Preservation Project #CPF22-02 for Garland City. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Little Bear Manor Subdivision-Scott Lyons

This item was canceled.

Ordinance #577-Chapter 5-8: Kennels-Scott Lyons

Community Development Director Scott Lyons stated Ordinance #577 is a proposed new chapter in the Land Use Management Code regarding kennels. They have received complaints regarding kennels since the pandemic as there are more dog breeders. The new chapter sets clear standards. The item was placed before the Planning Commission and a public hearing was held. The Planning Commission has sent a recommendation for approval. The ordinance is still being reviewed by the County Attorney.

MOTION: Commissioner Bingham made a motion to approve Ordinance #577 upon review of the County Attorney. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 5 - Ordinance #577

FIRE DEPARTMENT

Agreement #23-28 with Box Elder County Fire and Element 11-Kevin Lloyd

Fire Marshal Kevin Lloyd stated Agreement #23-28 is with Element 11 for fire coverage during their event.

MOTION: Commissioner Bingham made a motion to approve Agreement #23-28. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 6 - Agreement #23-28

MOU #23-29 with Snowville Fire-Kevin Lloyd

Fire Marshal Kevin Lloyd explained MOU #23-29 is with Snowville Town. He stated it is an agreement for the county to provide fire services.

MOTION: Commissioner Perry made a motion to approve MOU #23-29 with Snowville Town and have the fire marshal sign the agreement. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 7 - Agreement #23-29

MOU #23-30 With the State of Utah for Access to Weather Stations on Private Land-Kevin Lloyd

Fire Marshal Kevin Lloyd explained the property which contained a weather station has been sold and MOU #23-30 is with the new owner for access to the weather station.

MOTION: Commissioner Perry made a motion to approve MOU #23-30 and authorize the fire marshal to sign the agreement. The motion was seconded by Commissioner Bingham and ~~unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.~~

ATTACHMENT NO. 8 - Agreement #23-30

MOU #23-31 with the BLM for Maintenance of the Weather Stations-Kevin Lloyd

Fire Marshal Kevin Lloyd stated MOU #23-31 is with the BLM for the maintenance of the weather stations.

MOTION: Commissioner Perry made a motion to approve MOU #23-31 with BLM and authorize the fire marshal to sign the agreement. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 9 - MOU #23-31

MOU #23-32 with the Raft River Fire Protection District-Kevin Lloyd

Fire Marshal Kevin Lloyd stated MOU #23-32 is with Raft River Fire Protection District for the county to provide fire and some medical services. He said it is a renewal of a prior agreement and the county will supply four brush trucks on the border.

MOTION: Commissioner Bingham made a motion to approve MOU #23-32. The motion was seconded by Commissioner Perry and carried unanimously on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 10 - MOU #23-32

HUMAN RESOURCES

HB105 – PEHP LTD Benefits-Jenica Stander

Human Resources Manager Jenica Stander explained HB105 made it possible for long term disability amendments to allow for a mental health disability for more than 2 years. The county must opt in and the change in cost will be about \$800.00 per year.

MOTION: Commissioner Perry made a motion to allow the county to opt in to the pilot program for the long term disability for mental health benefits. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

WEED DEPARTMENT

Utah Department of Agriculture and Food Grant Agreement #23-34 Rush Skeleton Weed-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Agreement #23-34 is with the Utah Department of Agriculture and Food to eradicate the Rush Skeleton Weed. It helps to supply herbicide and other treatments to fight the weed.

MOTION: Commissioner Bingham made a motion to approve Grant Agreement #23-34. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 11 - Agreement #23-34

Utah Department of Agriculture and Food Grant Agreement #23-35 Knapweed-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Agreement #23-35 is with the Utah Department of Agriculture and Food to eradicate Knapweed. The contract is the same as prior years and helps the ranchers to eradicate the knapweed.

MOTION: Commissioner Perry made a motion to approve Grant Agreement #23-35. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 12 - Agreement #23-35

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 120477 through 120492 and 120494 through 120539 in the amount of \$964,827.29 and claim numbers 120493 and 120540 and 120554 through 120616 in the amount of \$294,903.87 with voided claim number 120397.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
WILLARD, LANA	SHERIFF'S OFFICE	NEW HIRE	04/25/2023
JOHNSON, DAN	WEED DEPARTMENT	NEW HIRE	05/01/2023
JOHNSON, DAN	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/01/2023
GALAVIZ, DANIEL J.	SHERIFF'S OFFICE	NEW HIRE	05/08/2023
MARSHALL, KADEN	WEED DEPARTMENT	NEW HIRE	05/02/2023
MARSHALL, KADEN	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/02/2023
SMITH, TERI	WEED DEPARTMENT	NEW HIRE	05/08/2023
<u>FIRE VOLUNTEERS</u>			
BREITENBUECHER, TRICA	THATCHER-PENROSE FD	VOLUNTEER	05/03/2023

CLOSED SESSION

Strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

MOTION: At 6:24 a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

MOTION: At 6:54 a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Bingham seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 6:55 pm.

ADOPTED AND APPROVED in regular session this 30th day of May 2023.


Stan Summers, Chairman


Boyd Bingham, Commissioner


Lee Perry, Commissioner



ATTEST:


Marla R. Young, Clerk

APPENDIX F

SUB-CONTRACT AGREEMENT EXAMPLE

THIS AGREEMENT entered into this 01 day of July, 2021, by and between Box Elder County, a body politic of the state of Utah, hereinafter referred to as "Contractor," and East Grouse Creek Water Pipeline a local organization organized under the laws of the state of Utah, hereinafter referred to as "Subcontractor."

WITNESSETH:

WHEREAS, Contractor will enter into a Contract Agreement with the Utah Department of Workforce Services, Housing and Community Development Division, hereinafter referred to as the "Community Development Block Grant Agreement" and

WHEREAS, Contractor desires to subcontract with Subcontractor to provide said project as outlined in Attachment D, Scope of Work, and

WHEREAS, the Subcontractor desires to perform the project for Contractor as outlined in the Scope of Work, upon the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subcontractor agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations of the Community Development Block Grant Agreement. A copy of said Block Grant Agreement, which is incorporated herein and by this reference made a part hereof, shall be made available to Subcontractor upon written request.
2. Contractor hereby agrees to pay to Subcontractor such funds as it may receive, and shall make available all rights, privileges and responsibilities Contractor may have under the Block Grant Agreement, subject to Subcontractor's full performance of the terms and conditions hereof.
3. Subcontractor shall provide the services set forth in the scope of work, and in doing so shall, in addition to the requirements of Paragraph 1 above, perform according to the provisions of the attached Standard Terms and Conditions, any additional terms and conditions; and other, performance requirements established by Contractor, if any. A copy of each attachment is attached hereto and by this reference made a part hereof.
4. Subcontractor acknowledges that Contractor, as a condition of receiving a block grant under the Community Development Block Grant Agreement, has agreed to hold the State of Utah harmless from such claims, damages, loss or injury as the state may suffer in the event Contractor fails to comply with the terms of the Block Grant Agreement. Recognizing that default by Subcontractor in performance of the terms and conditions of this Agreement may result in default by Contractor in its obligations to State of Utah under the Block Grant Agreement, Subcontractor hereby agrees to hold Contractor harmless from any and all such claims, damages, loss, or injury as Contractor may suffer as a result of Subcontractor's failure to comply with the terms and conditions of this Agreement.

WHEREFORE, the parties have signed this Contract the day and year first above written.

CONTRACTOR

By: _____

Printed Name _____

Title: _____

WITNESS:

By: _____

Printed Name: _____

Title: _____

SUBCONTRACTOR

By: *Julie Tanner*

Printed Name: Julie Tanner

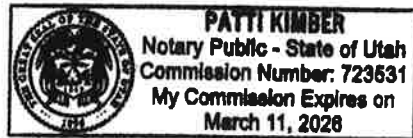
Title: Secretary/ Manager, East Grouse Creek Water Pipeline Company

WITNESS:

By: *Patti Kimber*

Printed Name: Patti Kimber

Title: notary



Certification of Expenditures

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) §200.415 requires the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity.

Federal Program: Community Development Block Grant

Contract Number: 22-DWS-0068

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Furthermore, by typing my name below, I also certify that I am legally authorized to bind the organization, and that this is my electronic signature.

BY: 
Signature (Type)

Commission Chairman
Title

Box Elder County
Organization

5-3-2023
Date

WATER RIGHT PURCHASE AGREEMENT

This Water Right Purchase Agreement (“**Agreement**”) is made and entered into this 3 day of May, 2023, by and between Box Elder County (“**Seller**”) and Baxter Beef, Inc. (“**Buyer**”).

RECITALS

WHEREAS, Seller owns Water Right No. 29-4704 (“**Water Right**”), located in Box Elder County.

WHEREAS, the Water Right is currently being delivered to Buyer by Bear River Water Conservancy District (“**District**”) under Change Application a45446 which approved the Water Right for municipal use (“**Municipal Change Application**”).

WHEREAS, Buyer desires to purchase the Water Right.

WITNESSETH

1. Agreement to Sell and Purchase Water Right. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, all of Seller’s right, title, and interest in and to the Water Right, subject to the terms of this Agreement.
2. Purchase Price and Condition Precedent. Buyer shall pay District on behalf of Seller THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$3,450.00) for the Water Right when the Water Right has been approved by the Utah Division of Water Rights (“**Division**”) for transfer to Buyer’s designated point of diversion and place of use.
3. Change Application. Buyer shall prepare, and Seller and District shall sign, a Change Application to change the nature of use of the Water Right to Buyer’s specified use and place of use (“**New Change Application**”). Buyer shall pay all costs associated with the preparation, filing, and prosecution of the New Change Application.
4. Closing the Transaction. Upon final approval of the New Change Application by the State Engineer, Seller will prepare and execute a Water Right Quit Claim Deed, together with a Water Right Deed Addendum (collectively, “**Water Deed**”) to be signed by both Seller and Buyer. Upon payment of the full purchase price of \$3,450, Seller shall deliver the Water Deed to Buyer. Buyer shall be responsible for recording the Water Deed with the Box Elder County Recorder.
5. Condition Precedent. All obligations of Buyer to close this transaction are subject to the condition that the Division must approve the New Change Application allowing the Water Right to be moved to the Buyer’s point of diversion and place of use without any adverse restrictions or limitations.

6. Water Title Insurance. Buyer may, at its sole discretion and cost, acquire a Water Title Insurance Policy to insure title to the Water Right. If the Title Commitment reveals any title issues that are not cured by Seller within a reasonable time period, Buyer may, at its sole option, terminate this Agreement without penalty.

7. Continued Cooperation. Seller shall, within reason, provide non-monetary cooperation and assistance to Buyer before, during, and after closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein. This may include acquiring or providing affidavits, photographs, or other proof of beneficial use of the Water Right during the past seven years.

8. Termination. If the Change Application is rejected by the Division or approved with conditions unacceptable to Buyer, or if Buyer otherwise elects or is unable to complete the purchase of the Water Right within one year of the date of this Agreement, this Agreement shall be terminated. If this Agreement is terminated, the Municipal Change Application shall be withdrawn by Seller and District.

10. Miscellaneous Provisions.

(a) Additional Documentation. Any other documentation that maybe required to close and consummate the transaction after the signing of this Agreement shall be made and delivered by the parties as required.

(b) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representatives, heirs, or assigns.

(c) Captions. The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.

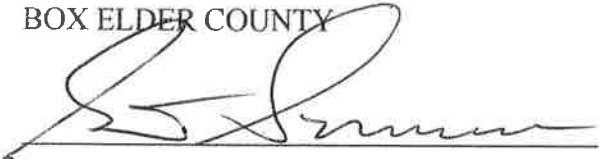
(d) Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

(e) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification or amendment hereto shall be valid except in writing and when signed by both parties. This Agreement shall survive and extend beyond the execution of the deed and shall not merge with the deed but shall remain in full force and effect until termination as provided herein or upon return of the Water Right to Seller.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SELLER:

BOX ELDER COUNTY



By: Stan Summers

Its: Chairman

May 3, 2023
Date

DISTRICT:

BEAR RIVER WATER CONSERVANCY DISTRICT

David Forsgren

By: D Forsgren

Its: Chairman

4-26-2023
Date

BUYER:

BAXTER BEEF, INC.

Matt Baxter

By: MATT Baxter

Its: OWNER

4-21-2023
Date

BOX ELDER COUNTY RESOLUTION 2023-02

A RESOLUTION SUPPORTING THE CREATION OF A UTAH INLAND PORT AUTHORITY PROJECT AREA IN BOX ELDER COUNTY

WHEREAS, Box Elder County (the "County") is a political subdivision of the State of Utah, and the Commission of Box Elder County (the "Commission") is a public entity with authority to make resolutions with respect to the County; and

WHEREAS, the County desires the Utah Inland Port Authority (the "Port Authority") consider the feasibility of creating a satellite inland port project area ("Project Area") in the County; and

WHEREAS, a satellite inland port project area has the potential to fit the County's economic development vision by encouraging the retention and expansion of existing companies and the recruitment of new companies to create employment opportunities for the County residents; and

WHEREAS, the general public may benefit from the creation of this satellite inland port project area through the creation of new primary employment opportunities; expanded logistics service opportunities; improved movement of materials in and out of Utah; better utilization of the County railroad infrastructure, and maximization of transportation resources regionally.


NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF BOX ELDER COUNTY AS FOLLOWS that the Commission hereby: (1) consents to exploring the feasibility of including a site(s) in the proposed Utah Inland Port Authority Project Area; and (2) requests the Port Authority to consider a satellite inland port project area in the County and to collaborate with the County in designating and approving a potential project area and the prospect of its development.


RESOLVED, ADOPTED, AND ORDERED this the 3rd day of May 2023.

BOX ELDER COUNTY COMMISSION

	FOR	AGAINST
Commissioner Perry	<i>Aye</i>	_____
Commissioner Bingham	<i>Aye</i>	_____
Commissioner Summers	<i>Aye</i>	_____




Marla Young - Box Elder County Clerk


Stan Summers - Chairman

ORDINANCE NO. 577

AN ORDINANCE OF BOX ELDER COUNTY ADDING CHAPTER 5-8: KENNELS, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to add Chapter 5-8: Kennels, in the Box Elder County Land Use Management & Development Code; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided notice of the public hearing by mailing notice to each affected entity at least 10 calendar days before the public hearing, and by posting it on the County's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on March 16, 2023 to allow the general public to comment on this proposed text amendment; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the text as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on May 3, 2023, to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County legislative body of Box Elder County ordains as follows:

SECTION 1: Ordinance Text Amendment. Chapter 5-8: Kennels, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 3rd day of May, 2023, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham
Commissioner Summers
Commissioner Perry

Voting Aye
Voting Aye
Voting Aye

[Signature]
Box Elder County Commission Chair



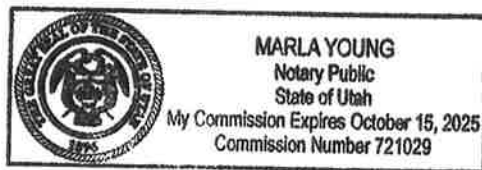
Attest:

[Signature]
Marla Young
Box Elder County Clerk

State of Utah)
.ss)
County of Box Elder)

On this 3rd day of May, 2023, personally appeared before me, the undersigned notary public, Stan Summers whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2023



[Signature]
Notary Public

EXHIBIT A

Chapter 5-8 – Kennels

- 5-8-010. Purpose.**
- 5-8-020. General Regulations.**
- 5-8-030. Definitions.**
- 5-8-040. Conditional Use Permit Required.**
- 5-8-050. Development Standards.**
- 5-8-060. Inspections and Enforcement.**

5-8-010. Purpose.

The purpose of this chapter is to establish and set forth rules and regulations pertaining to the keeping of dogs and cats within the county. It is in the best interest of the county and its residents to establish certain rules and regulations concerning the rights and responsibilities of persons within the county having dogs and cats. The purposes of the kennel standards of this code are to:

- A. Allow opportunities for property owners to board, keep, breed, buy, groom, let for hire, train for profit, or sell dogs or cats to provide social, mental, or personal support for county residents.
- B. Preserve the character of the county, in accordance with the General Plan, by providing standards governing kennels and their establishment.
- C. To establish clear standards for the humane keeping of dogs and cats in Box Elder County.
- D. To promote and protect the public health, safety and general welfare of Box Elder County residents.

5-8-020. General Regulations.

- A. Except as provided in this Code, no kennel shall be erected, raised, moved, placed, reconstructed, extended, enlarged, or altered, except in conformity with the regulations herein specified.
- B. All kennels hereafter erected in Box Elder County shall comply with the current standards of this chapter, and all other codes and ordinances adopted by Box Elder County.
- C. All kennels shall be maintained in good condition.
- D. No owner may engage in the operation of any kennel for profit without a valid County business license.
- E. All kennel owners or custodians having custody of dogs shall exercise proper care and control of his or her dog(s) in order to prevent them from becoming a nuisance. It shall be unlawful for any kennel owner or custodian to keep a nuisance dog.

A dog shall be deemed to be a nuisance if the dog:

- 1. Causes damage to the property of anyone other than its owner or custodian;
- 2. Causes unreasonable fouling of the air by odors;
- 3. Causes unsanitary conditions in its being or habitat;
- 4. Has a communicable disease that could affect other dogs, animals, or humans;

5. Is in heat and uncontrolled;
6. Makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other noise which causes unreasonable annoyance, disturbance, or discomfort to neighbors or others, that occurs between the hours of 10:00 p.m. and 7:00 a.m., or occurs non-stop for thirty minutes or more, regardless of time of day;
7. Chases vehicles, people, or livestock;
8. Is a dog which on more than one occasion has been documented for being at large or its owner or custodian has been convicted for the dog being at large;
9. Is found by a court to be a public nuisance under state law;
10. Repeatedly molests or intimidates neighbors, pedestrians, or passersby by lunging at fences, chasing, or acting aggressively towards such person or persons unless provoked by such person or persons.
11. On more than one occasion, bites a human or animal, or kills another animal unprovoked; and
12. Cannot be effectively controlled by its owner or custodian while the dog is on public property or private property without permission of the property owner.

5-8-030. Definitions.

Adult Cat: Any cat six (6) months of age or older.

Adult Dog: Any dog six (6) months of age or older.

Commercial Kennel: An establishment having eleven (11) or more adult dogs or adult cats for the purpose of boarding, breeding, buying, grooming, letting for hire, training for profit, or selling.

Dog Run: Any enclosed area (by fencing or solid structure) designed for the secure containment and exercise of any off-leash dog(s).

Home-Based Kennel: An establishment having five (5) but not more than ten (10) adult dogs or adult cats for the purpose of boarding, keeping, breeding, buying, grooming, letting for hire, training for profit, or selling.

Owner: Any person who alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, executor or trustee) has legal or equitable title to any property.

5-8-040. Conditional Use Permit and/or Site Plan Required.

A kennel meeting the regulations and standards, as specified in this chapter, may be allowed in any unzoned areas and zoned areas as set forth in the use tables after approval of a conditional use permit (§2-2-100) and/or site plan (§2-2-120).

5-8-050. Development Standards.

A. **Kennel Location.** Before a permit can be issued, the following location standards must be met:

1. The location where the dogs or cats are kept, raised, housed or boarded must be at least two hundred feet (200') away from any neighboring house; and
2. Must be at least one hundred fifty feet (150') from any road right-of-way line.

B. Minimum Standards. The following minimum standards shall be met to obtain and maintain a kennel permit:

1. Adequate ventilation shall be maintained and an appropriate temperature provided as required by the specific breed of animal housed therein.
2. Each animal enclosure shall have sufficient space for the animal to stand up, lie down and turn around without touching the sides or tops.
3. Dog runs shall provide an adequate exercise area and protection from the weather. A securely fenced backyard is acceptable as a dog run.
4. All animal kennels and dog runs are to be kept clean, dry and in a sanitary condition. Animal waste is to be disposed of properly.
5. Food shall be free of contamination, palatable and of sufficient nutritive value as to meet the normal daily requirements for the condition and size of the animal.
6. Fresh water is to be available at all times. Water vessels shall be mounted or secured in a manner that prevents tipping and be of the removable type.
7. Animals will be kept in an insulated, enclosed building between the hours of 10 PM and 6 AM.
8. Only one (1) kennel may be created per lot or parcel.
9. The minimum lot size required for construction of a kennel in all zones where permitted shall be 1 acre.
10. The design and size of the kennel shall conform to all standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.
11. All kennels shall have a posted sign which will include the kennel name and operating contact number. Signs shall be no larger than six (6) square feet in size.
12. The Land Use Authority may place other appropriate or more stringent conditions deemed necessary in approving kennels as per the standards found in Section 2-2-100, Conditional Use Permit and/or Section 2-2-120, Site Plan Review.

5-8-060. Inspections and Enforcement.

Inspections. Prior to the issuance of a conditional use permit and/or site plan, the Zoning Administrator of Box Elder County shall meet with the proposed kennel owner and inspect the proposed kennel to ensure that all required improvements meet the provisions of this chapter, the conditions of the conditional use permit, and/or site plan.

Enforcement. Upon receipt of a complaint or to ensure compliance with this chapter, the Zoning Administrator may investigate reported violations of this chapter and regulations, including failure to obtain a conditional use permit and/or site plan as a kennel operator, as required under this chapter and impose any enforcement action pursuant to Chapter 2-4 (Enforcement) of the Box Elder County Land Use Management and Development Code.

Chapter 3-2 – Multiple Use, Agricultural, and Rural Residential District

		MU 160	MU 80	MU 40	A 20	A 1/2	RR 10	RR 5	RR 2	RR 1
3-2-070-5	Home-Based Kennel	C	C	C	C	-	C	C	C	C

Chapter 3-4 – Commercial & Manufacturing

3-4-070-8	SERVICES								
		C-N	C-S	C-H	C-G	M-FP	M-G	C-E	
3-4-070-8.41	Commercial Kennel	-	-	C	C	-	-	C	

EXHIBIT B

Chapter 5-8 – Kennels

- 5-8-010. Purpose.
- 5-8-020. General Regulations.
- 5-8-030. Definitions.
- 5-8-040. Conditional Use Permit Required.
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2. Causes unreasonable fouling of the air by odors;
3. Causes unsanitary conditions in its being or habitat;
4. Has a communicable disease that could affect other dogs, animals, or humans;

5. Is in heat and uncontrolled;
6. Makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other noise which causes unreasonable annoyance, disturbance, or discomfort to neighbors or others, that occurs between the hours of 10:00 p.m. and 7:00 a.m., or occurs non-stop for thirty minutes or more, regardless of time of day;
7. Chases vehicles, people, or livestock;
8. Is a dog which on more than one occasion has been documented for being at large or its owner or custodian has been convicted for the dog being at large;
9. Is found by a court to be a public nuisance under state law;
10. Repeatedly molests or intimidates neighbors, pedestrians, or passersby by lunging at fences, chasing, or acting aggressively towards such person or persons unless provoked by such person or persons.
11. On more than one occasion, bites a human or animal, or kills another animal unprovoked; and
12. Cannot be effectively controlled by its owner or custodian while the dog is on public property or private property without permission of the property owner.

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Owner: Any person who alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, executor or trustee) has legal or equitable title to any property.

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1. Adequate ventilation shall be maintained and an appropriate temperature provided as required by the specific breed of animal housed therein.
 2. Each animal enclosure shall have sufficient space for the animal to stand up, lie down and turn around without touching the sides or tops.
 3. Dog runs shall provide an adequate exercise area and protection from the weather. A securely fenced backyard is acceptable as a dog run.
 4. All animal kennels and dog runs are to be kept clean, dry and in a sanitary condition. Animal waste is to be disposed of properly.
 5. Food shall be free of contamination, palatable and of sufficient nutritive value as to meet the normal daily requirements for the condition and size of the animal.
 6. Fresh water is to be available at all times. Water vessels shall be mounted or secured in a manner that prevents tipping and be of the removable type.
 7. Animals will be kept in an insulated, enclosed building between the hours of 10 PM and 6 AM.
 8. Only one (1) kennel may be created per lot or parcel.
 9. The minimum lot size required for construction of a kennel in all zones where permitted shall be 1 acre.
 10. The design and size of the kennel shall conform to all standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.
 11. All kennels shall have a posted sign which will include the kennel name and operating contact number. Signs shall be no larger than six (6) square feet in size.
 12. The Land Use Authority may place other appropriate or more stringent conditions deemed necessary in approving kennels as per the standards found in Section 2-2-100, Conditional Use Permit and/or Section 2-2-120, Site Plan Review.

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Inspections. Prior to the issuance of a conditional use permit and/or site plan, the Zoning Administrator of Box Elder County shall meet with the proposed kennel owner and inspect the proposed kennel to ensure that all required improvements meet the provisions of this chapter, the conditions of the conditional use permit, and/or site plan.

Enforcement. Upon receipt of a complaint or to ensure compliance with this chapter, the Zoning Administrator may investigate reported violations of this chapter and regulations, including failure to obtain a conditional use permit and/or site plan as a kennel operator, as required under this chapter and impose any enforcement action pursuant to Chapter 2-4 (Enforcement) of the Box Elder County Land Use Management and Development Code.

Chapter 3-2 – Multiple Use, Agricultural, and Rural Residential District

		MU 160	MU 80	MU 40	A 20	A 1/2	RR 10	RR 5	RR 2	RR 1
3-2-070-5	<u>Home-Based Kennel</u>	C	C	C	C	e-	C	C	C	C

Chapter 3-4 – Commercial & Manufacturing

3-4-070-8	SERVICES								
		C-N	C-S	C-H	C-G	M-FP	M-G	C-E	
<u>3-4-070-8.41</u>	<u>Commercial Kennel</u>	=	=	<u>C</u>	<u>C</u>	=	=	<u>C</u>	

1-3-040. Definitions.

~~**Kennel:** An establishment having five (5) or more dogs or cats for the purpose of boarding, keeping, breeding, buying, grooming, letting for hire, training for profit, or selling.~~

AGREEMENT FOR SERVICES

BETWEEN

FIRST PARTY

Element 11. Inc.
663 West 100 South, Ste B21
Salt Lake City, UT 84104
("Element 11", or "E11")

- AND -

SECOND PARTY

Box Elder County Fire Marshal Department
1 South Main St
Brigham City, UT 84302
("Fire Marshall Department")

Contacts

Janis Mayfield
E11 Medical & Safety Director
c: 801.419.5558
e: janis@element11.org

Tiffine Wanner
BECo Fire and EMS
o: 435.734.3333
e: twanner@boxeldercounty.org

IN CONSIDERATION OF the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Element 11 and the Fire Marshal Department (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided and Term

1. Element 11 hereby agrees to engage the Fire Marshal Department to provide Element 11 with services (the "Services") consisting of:
 - Emergency Medical Services — on-site personnel with Advanced Emergency Medical Technician (EMT) certification, and on-site ambulance service. Emergency medical services will be provided between 12:00 (noon) on Wednesday, June 21, 2023 through 12:00 (noon) Sunday, June 25, 2023 (96 hours total).
 - Fire Safety Support — on-site fire safety support and fire suppression (as needed) during the event (12:00 (noon) on Wednesday, June 21, 2023 through 12:00 (noon) Sunday, June 25, 2023 (96 hours total).

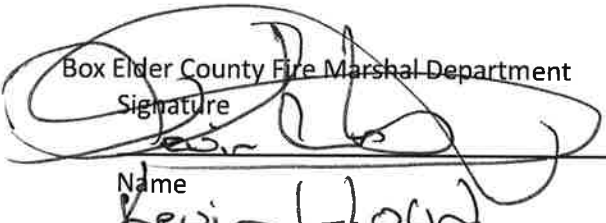
Compensation

2. For the services rendered by the Fire Marshal Department as required by this Agreement, Element 11 will provide compensation (the "Compensation") to the Fire Marshal Department as follows:
 - Element 11 will pay the Fire Marshal Department a lump sum fee of \$11,250.
3. Compensation will be payable in advance a minimum of 10 calendar days before event start. Payment must be made no later than close of business on Thursday, June 8, 2022.

This agreement shall be governed by the laws of the State of Utah.

SIGNATURES

Element 11, Inc.
Signature _____
Name _____
Date _____


Box Elder County Fire Marshal Department
Signature 
Name Kevin Lloyd
Date 5/3/2023

EMERGENCY SERVICES MUTUAL AID MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose The purpose of this MOU is to establish a formal relationship between Box Elder County Fire and Curlew Ambulance/ Snowville Fire Department for the purpose of providing fire and emergency medical services support each other when needed..
2. Scope This MOU applies to all Fire and emergency medical services provided by Box Elder County Fire and Snowville Fire/Curlew EMS within the geographical boundaries of each.
3. Responsibilities
 1. Box Elder County Fire and Snowville Fire/ Curlew EMS shall be responsible for providing fire and emergency medical services to each other when available and requested.
 2. Both parties shall work together to coordinate their efforts and ensure that emergency services are provided in a timely and effective manner.
 3. Both parties shall comply with all applicable laws and regulations related to emergency medical services of the State of Utah and County of Box Elder
4. Governance
 1. This MOU shall be governed by the laws of Utah and any disputes arising under this MOU shall be resolved in accordance with those laws.
 2. Both parties shall appoint a representative to serve as the primary point of contact for the other party.
 3. Both parties shall meet periodically to review the status of the agreement and to address any issues that may arise.
5. Term This MOU shall take effect on 16 March, 2023 and shall remain in effect until terminated upon mutual agreement of both parties.
6. Amendment and Termination
 1. This MOU may be amended by mutual agreement of both parties, in writing.
 2. Either party may terminate this MOU upon 30 days written notice to the other party.
7. Signatures This MOU is executed by the following authorized representatives:

Name: Kevin Lloyd
 Title: Fire Chief
 Signature: 

Box Elder County Fire

Name: Jed Pugsley
 Title: Fire Chief
 Signature: 

Snowville Fire/ Curlew EMS

03-29-2023

This MOU is a formal agreement between [EMS Agency Name] and [Partner Agency Name], and serves as a framework for their cooperation in providing emergency medical services to the community. By signing this agreement, both parties acknowledge their commitment to working together to provide high-quality emergency medical services to those in need.

FY24 Annual Service Plan

Service Fee specification for the Memorandum of Understanding between the Bureau of Land Management, Remote Sensing/Fire Weather Support Unit and the Box Elder County Fire Department for RAWs maintenance dated 01 July 2023.

Station Name		Service Contract		Service Charge
Sundown Pass		Modified		\$2,500.00
Johnson Canyon		Modified		\$2,500.00
Buckskin		Modified		\$2,500.00

Total funding transferred \$7,500.00

Purchase Order or reference agreement number:

Box Elder County POC:

BLM-FA



Kevin Lloyd
Box Elder County Fire Marshal
klloyd@boxeldercounty.org
435-730-2625

Robert Swofford
RSFWSU Manager
National Interagency Fire Center
Support Services Division
208-387-5363
rswofford@blm.gov

3/17/2023
Date

Date

Box Elder County Fire Dept. Financial POC:
Name Tiffina Jensen
Phone # 435-784-3333
Email twanner@boxeldercounty.org

BLM-FA Financial POC:
Camille Coonradt
Accounting Support
FA-200
208-387-5554
ccoonradt@blm.gov

Box Elder County Fire Marshal
01 South Main
Brigham City, UT 84302

FY24 Annual Service Plan

Service Fee specification for the Memorandum of Understanding between the Bureau of Land Management, Remote Sensing/Fire Weather Support Unit and the Box Elder County Fire Department for RAWs maintenance dated 01 July 2023.

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Total funding transferred \$7,500.00

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BLM-FA



Kevin Lloyd
Box Elder County Fire Marshal
klloyd@boxeldercounty.org
435-730-2625

Robert Swofford
RSFWSU Manager
National Interagency Fire Center
Support Services Division
208-387-5363
rswofford@blm.gov

3/17/2023
Date

Date

Box Elder County Fire Dept. Financial POC:
Name Tiffine Jansen
Phone # 435-784-3333
Email tjansen@boxeldercounty.org

BLM-FA Financial POC:
Camille Coonradt
Accounting Support
FA-200
208-387-5554
ccoonradt@blm.gov

Box Elder County Fire Marshal
01 South Main
Brigham City, UT 84302

MEMORANDUM OF UNDERSTANDING

between the
STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
and
BOX ELDER COUNTY FIRE DEPARTMENT
For
WEATHER STATIONS ON TRUST LANDS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into effective this 3rd day of May, 2023 (the "Effective Date"), by and between the State of Utah School and Institutional Trust Lands Administration ("SITLA"), 675 East 500 South, Suite 500, Salt Lake City, Utah 84102, and Box Elder County Fire Department ("The County"), 49 South 950 West, Brigham City, Utah 84302. SITLA and the County are collectively known as the "Parties".

- A. Box Elder County Fire Department has a GOES license/agreement with NOAA and will purchase, install, and maintain three weather stations on trust lands through County budgeted funds. These stations will provide information to the Bureau of Land Management Depot in Boise Idaho to help improve fire forecasting.
- B. SITLA is an independent state agency that manages lands granted in trust ("**trust lands**") to the State of Utah by the United States for the financial support of enumerated beneficiaries, primarily Utah's K-12 public education system.
- C. SITLA manages approximately 177,000 acres of trust lands in Box Elder County, Utah on behalf of its beneficiaries.
- D. Weather stations will assist fire personnel with the monitoring of current weather, weather trends, and fuel moisture in these areas, which is essential for managing wildfires and fire prevention.
- E. The Parties now desire to enter into this MOU in order to allow three weather stations to be installed on lands administered by SITLA.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to the following:

1. Effective Date and Term. This MOU is effective on the Effective Date and will remain in effect until terminated by either of the Parties subject to the provisions of **Section 7**.
2. Authorization of Three Weather Stations. While this MOU remains in effect, SITLA authorizes the County to install one weather station at each of the three locations

described on **Exhibit A**, attached hereto and incorporated by reference. Each weather station may consist of one small tower (approximately 30 feet tall). The tower will contain weather monitoring equipment and a solar panel. The base of the towers will be supported with approximately one yard of concrete and support a small battery box. Each station will be fenced and will not require the construction of any new roads.

3. Commercial Use. The Parties acknowledge that any commercial use of the weather stations will require a Special Use Lease Agreement issued by SITLA pursuant to Utah Administrative Code R850-30.

4. Weather Station Maintenance. The County shall be responsible for all maintenance of the weather stations.

5. Surface Disturbing Activities. The County shall not conduct any surface disturbing activities, including, but not limited to: relocation or removal of rocks or other obstacles, removal of vegetation, trimming or removal of trees, grading, scraping, digging or otherwise altering the ground surface, outside of the project area which is defined on **Exhibit A**.

6. Rights. SITLA's participation in the MOU in no way affects or limits its rights to lease, sale, or manage the subject property.

7. Termination. Either of the Parties may terminate this MOU by giving 180-days written notice to the other Party at the addresses designated in **Section 11**.

8. Reclamation. The County is responsible for the entire reclamation of each site upon the termination of the agreement. Reclamation must be completed within 60 days of termination. Reclamation should consist of the removal of all improvements. The site must be graded to match the adjacent contours and reseeded with an approved seed mix.

9. Modifications. The Parties may only modify this MOU in a writing signed by both Parties. Requests for modification must be made in writing to all Parties.

10. Principal Contacts. The contact representatives for the Parties are:

SITLA:

Diane Lund, Resource Specialist
State of Utah, School and Institutional Trust Lands Administration 675 East 500
South, Suite 500
Salt Lake City, UT 84102
dlund@utah.gov
801-538-5163

County:

Kevin Lloyd, Fire Marshall
Box Elder County Fire Department
49 South 950 West
Brigham City, UT 84302
klloyd@boxeldercounty.org
435-730-2625

The Parties may designate replacement points of contact at any time by providing written notice of such to the other Party.

11. Counterpart Signatures. The Parties may execute this MOU in counterparts and each such counterpart, when taken together, will be deemed one and same document. The Parties may execute this MOU by exchange of signature pages through facsimile or email and such emailed or faxed signatures will be deemed valid and enforceable against the signatory.

The parties have caused this MOU to be executed by their duly authorized officers.

School and Institutional Trust Lands Administration

Chris Fausett, Managing Director, Surface

Date

Box Elder County Fire Department



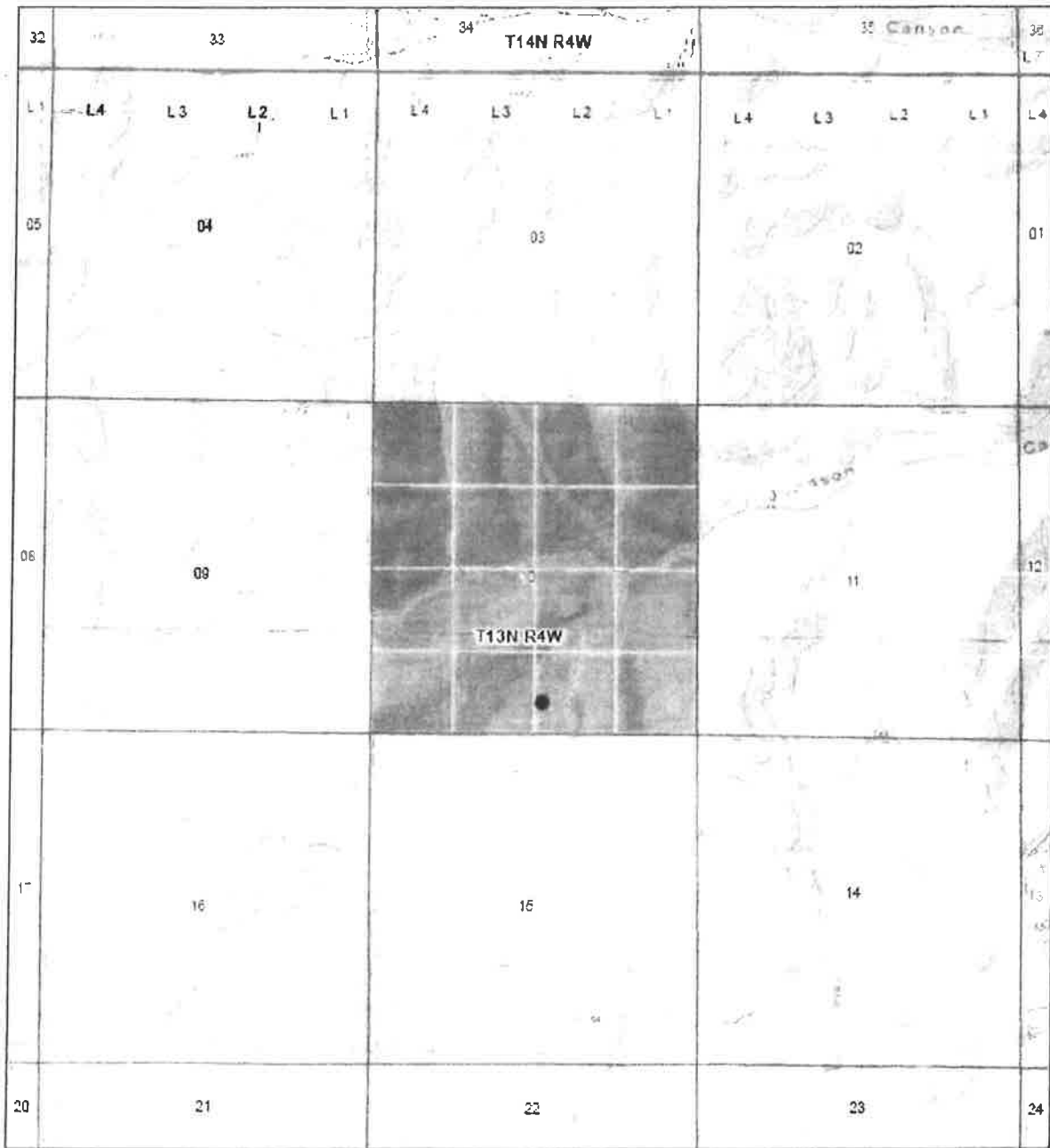
Name: Kevin Lloyd
Title: Fire Marshall

Date

EXHIBIT A
WEATHER STATION LOCATIONS

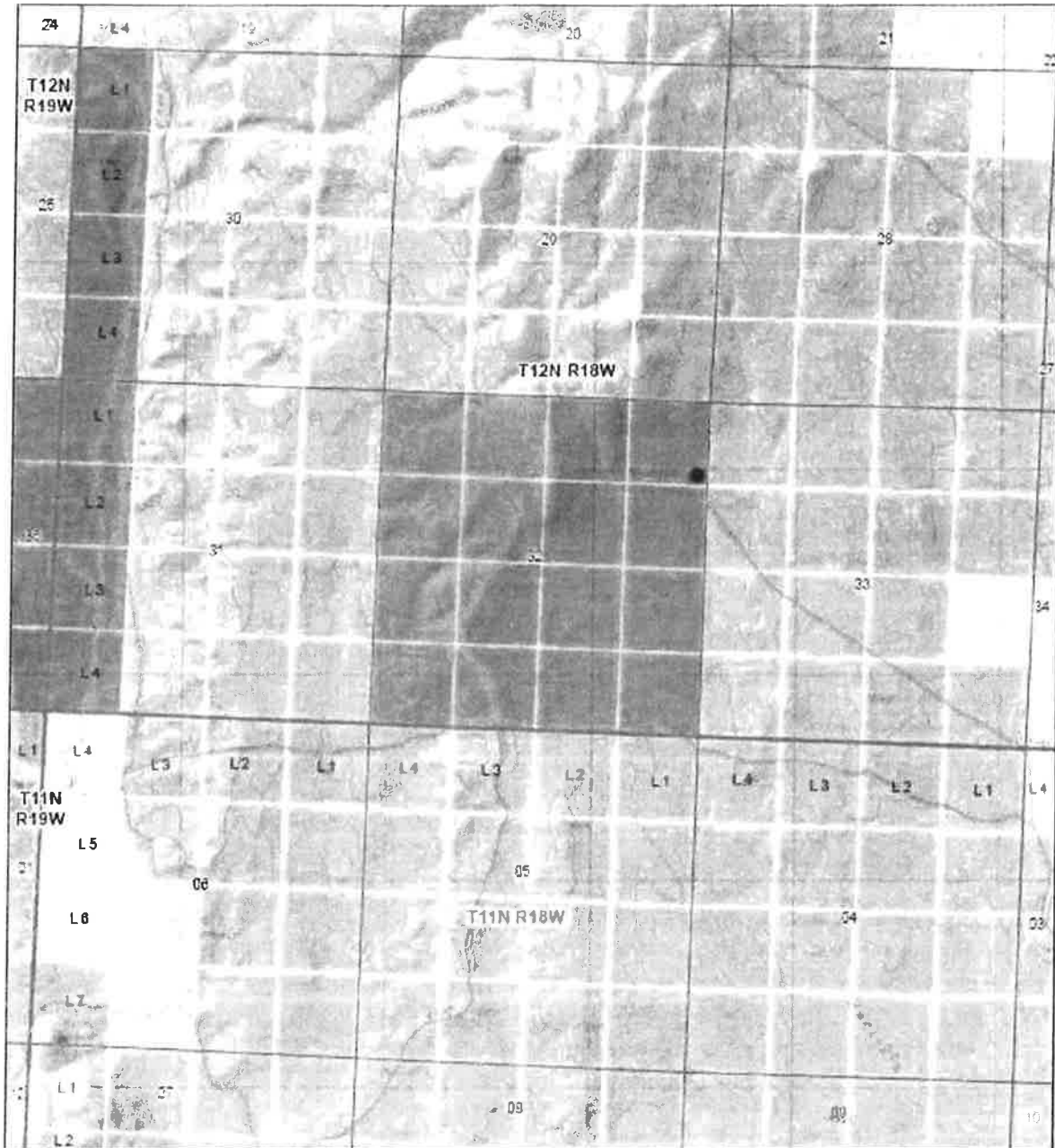
Location Name	Exhibit	Latitude	Longitude
Johnson Canyon	A-1	41.871896	-112.291
Sundown	A-2	41.730833	-112.554
Buckskin	A-3	41.722991	-113.928

**EXHIBIT A-1
JOHNSON CANYON**



<p>Proposed Weather Station - Johnson Canyon</p> <ul style="list-style-type: none"> ● Proposed Weather Station <p>Land Ownership</p> <ul style="list-style-type: none"> Private State Trust Lands 		<p><small>Scale: 1 inch = 1 mile</small></p> <p><small>Map prepared by the Bureau of Land Management, U.S. Department of the Interior, for the Johnson Canyon project.</small></p>
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**EXHIBIT A-3
BUCKSKIN**



<p>Proposed Weather Station - Buckskin</p> <ul style="list-style-type: none"> ● Proposed Weather Station Land Ownership <ul style="list-style-type: none"> ■ Bureau of Land Management ■ Private ■ State Trust Lands 		<p>Scale: 1" = 125' (1:25,000)</p> <p>North Arrow</p> <p>Map Information:</p> <p>This map was prepared for the Bureau of Land Management by the Bureau of Reclamation, U.S. Department of the Interior. It is based on the 1998 National Wetlands Inventory (NWI) and the 1998 National Wetlands Inventory (NWI) data. The NWI data was derived from the National Wetlands Inventory (NWI) data. The NWI data was derived from the National Wetlands Inventory (NWI) data. The NWI data was derived from the National Wetlands Inventory (NWI) data.</p> <p>Map Scale: 1" = 125' (1:25,000)</p> <p>Map Date: 1998</p> <p>Map Author: Bureau of Reclamation, U.S. Department of the Interior</p>
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FIRE PROTECTION MUTUAL AID AGREEMENT

(Joint Exercise of Power Agreement)

AGREEMENT entered into this 30th day of March, 2023 by and between Raft River Fire Protection District (*Public Entity*), a duly organized municipal corporation of the State of Idaho (hereinafter referred to as "ENTITY"), and the Box Elder Fire and EMS (*Public Entity*) County Fire Protection District, a duly organized and declared Fire Protection District of the State of Utah (hereinafter referred to as "DISTRICT").

WHEREAS, it is the purpose and policy of the parties named herein to provide the best and most efficient fire protection for the patrons of their respective areas;

WHEREAS, it appears to be to the mutual benefit and advantage of the parties to enter into a mutual fire protection agreement, providing for cooperation and mutual use of firefighting forces and apparatus between the parties; and

WHEREAS, fire districts and cities of the State of Idaho are authorized to enter into agreements for mutual protection of their respective service areas under Idaho Code § 31-1430A.

NOW, THEREFORE, in consideration of the mutual benefits herein contained and of the mutual covenants running from one party herein to the other, it is mutually agreed as follows:

1. USE OF FIREFIGHTING FORCES AND APPARATUS: Whenever a fire occurs within the boundaries of a party to this Agreement and the aid of any other party to this Agreement is requested in combating and controlling such fire, a party, upon receiving a request for aid, shall respond with assistance of its personnel and use of its apparatus to the fullest extent in combating such fire or fires and in the protection of property and life endangered thereby.

It is understood and agreed by and between the parties hereto that all duties, obligations and responsibilities for fire protection between the parties are equal and mutual in all respects, and that the parties to this Agreement will cooperate in providing the most efficient and comprehensive mutual fire protection possible within the boundaries of each party to this Agreement when requested to do so, taking into consideration the geographical areas to be served and the equipment and apparatus available for fire protection.

2. PRIORITIES: If the firefighting personnel and equipment of a party being requested to respond are already engaged in fire protection activities at the time a call for assistance is received, that party shall not be under any obligation to the requesting party or to any other person or persons to furnish personnel and equipment therefore, unless the request is renewed after that party's equipment and personnel again become available to respond. The responding party may at any time withdraw its personnel and equipment for the purpose of responding to a fire call within its own boundaries, and no liability or obligation shall be incurred by a party for withdrawal for responding to a call within its own boundaries.

3. RESPONSIBILITIES AND CONTROL: The party responding to a call for assistance shall be responsible for delivering personnel and equipment to the location specified by the requesting party. On arriving at the location of the fire, the officer in charge of the personnel and equipment of the responding party shall report to the officer in charge of the requesting party. The requesting party shall then assume full charge, control, direction and supervision of all equipment, apparatus, and personnel dealing with the fire. In no case shall the responding party be required to assume the responsibility of the operation of, or attempting to control or deal with the fire. The responding party shall operate its own equipment.

If the officer in charge of the personnel or equipment of the responding party believes the personnel or equipment for which he is responsible are being subjected to unreasonable risk of injury or damage or are being required to perform beyond their capacity, limits, knowledge or

FIRE PROTECTION MUTUAL AID AGREEMENT

(Joint Exercise of Power Agreement)

training, he shall be entitled to withdraw such personnel or equipment after notifying the officer of the requesting party who is in charge at the scene.

4. COMPENSATION: The parties hereto shall at all time be responsible to its own employees for the payment of wages and other compensation and carrying of workman's compensation and liability insurance, and each party shall be responsible for its own equipment and shall bear the risk of loss therefore irrespective of whether or not its personnel, equipment, and apparatus are being used in fighting a fire within the area of primary responsibility of the employing district or not. No party hereto shall be liable to any other party named herein for payment for use of its personnel and equipment under the terms of this Agreement.

5. STANDARDIZATION OF EQUIPMENT: The parties hereto agree to immediately take such steps as are necessary to standardize, as nearly as practical, all of the equipment and apparatus used by said parties in order that said equipment and apparatus may be more fully utilized by virtue of standard size couplings, hose, pumps and other apparatus in combating such fire or fires and in the protection of property and life within the confines of the parties named herein.

6. COOPERATION AMONG APPOINTED OR ELECTED OFFICIALS: A representative of the parties to the Agreement shall meet at least once annually in joint session during the duration of this Agreement for the purpose of reviewing the reciprocal activity of the parties. Should the participants at the meeting determine that adjustments to this Agreement are required to insure continuing cooperation among the parties, they shall make such recommendations to the respective party they represent. Said adjustments may then be satisfied by the respective governing bodies of the parties hereto, and shall be effective when ratified by all parties. An addendum shall be executed by the parties and attached to this Agreement to reflect any such modifications.

7. TERM AND AUTOMATIC RENEWAL: The initial term of this Agreement shall be for a period from the date hereof from the execution of this Agreement until one of said parties notifies the other party of its intention not to renew and continue this Agreement, such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinafter provided. In the event of such continuation on a year to year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.

8. TERMINATION: It is understood and agreed that either party hereto may terminate its participation and concurrent rights and duties under this reciprocal agreement by delivering to the other party hereto a notice of such termination, said notice to be in writing and to be given at least sixty (60) days prior to the termination date desired by the terminating party.

9. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

10. MUTUAL HOLD HARMLESS: The *ENTITY* agrees to indemnify and hold the *DISTRICT* harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the *ENTITY* and its employees, officers and/or agents that the *DISTRICT* may suffer arising out of or in connection with this Agreement.

The *DISTRICT* agrees to indemnify and hold the *ENTITY* harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the *DISTRICT* and its employees, officers and/or agents that the *ENTITY* may suffer arising out of or in connection with this Agreement.

FIRE PROTECTION MUTUAL AID AGREEMENT

(Joint Exercise of Power Agreement)

11. **INSURANCE:** Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury

to persons or property arising out of or in connection with its acts or performance under this Agreement.

12. **LIMITATION ON LIABILITY OF PARTIES:** The rights and benefits arising under this contract shall run to the parties to this Agreement and not to any person, firm, association, corporation or governmental unit not a party hereto. This Agreement is not to be construed to create a claim or cause of action in favor of any persons or entity entitled to protection by one city or fire district against any other city or fire district which is a party to this Agreement for failure to respond or for delay in responding to a request for assistance or for inefficiency or ineffectiveness in providing firefighting services.

13. **PRIOR AGREEMENTS:** All prior agreements for reciprocal fire protection, both oral and written, which may have been entered into previously between the parties to this Agreement, are to be terminated from this point forward, and the terms of this Agreement are controlling as to all the reciprocal rights and duties of the named parties in providing reciprocal fire protection between themselves, but this Agreement is not intended to terminate any previous agreement, either oral or written, entered into by the parties to this Agreement, whereby one of the parties has assumed primary fire protection responsibility for a geographic area contained within another party's boundaries.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

DATED this 3 day of May, 2023.

PUBLIC ENTITY:

[Signature]
(Governmental Entity)

PUBLIC ENTITY:

(Governmental Entity)

By [Signature]
State Commission Chairman

By _____
Its _____

ATTEST:

SEAL

[Signature]
Clerk of Box Elder County
(City or other Governmental Entity)

ATTEST:

Clerk of _____
(County, City or other Governmental Entity)

Form and content approved by Stephen R. Hadfield as attorney for Box Elder County (Governmental Entity). April 17 2023

Form and content approved by _____, as attorney for _____ (Governmental Entity).

RISK MANAGEMENT COMMITTEE MEETING MINUTES

April 18, 2023

10:00 A.M.

1. Present:

- Jenica Stander, Mariana Hernandez, Codey Illum, County Auditor Shirlene Larsen, County Attorney Stephen Hadfield, Sheriff Kevin Potter, Chief Deputy Sheriff Cade Palmer, Darin McFarland, Jan Rhodes, Chase Stratton.

2. Approval of Minutes:

1. The minutes from October 26, 2022. Were approved on a motion by Sheriff Kevin Potter and a second by Codey Illum.

3. Introduce Chase Stratton/Safety Committee:

Chase Stratton, the new Risk Manager, would like to make a peer-based committee. They would be going over training and incidents that are occurring. It would have nine representatives on the committee and they would serve one-two year terms.

Personal Injury/WCF CLAIMS:

Sheriff's Department -

- 11/22/2022 – Six employees were exposed to blood from an inmate. No lost time.
Emergency Room
- 11/29/2022- Employee was supervising inmates that were working on removing snow. Employee walked on the asphalt that was plowed and salted and he slipped and fell. No Medical Treatment

Fire Marshal -

- 12/20/2022- Employee was cutting trees with a chainsaw, when he slipped and fell and broke his right wrist. Emergency Room

Sheriff's Department -

- 1/10/2023 – Employee was training for a special response team. While being the opposition and resisting he was guided to the wall upon impact he hurt his shoulder. No Medical Care
- 1/30/2023 - Employee was doing a building perimeter check when he slipped and fell. No Medical Care
- 3/07/2023 - Inmate worker was carrying things up a ladder when the ladder slid and the inmate fell approximately 8 ft. Minor By Employee
- 3/18/2023 - Employee had a blood exposure while trying to save an individual attempting to commit suicide. Emergency Care

Road Department -

- 4/04/2023 - Employee went to put his lunchbox in his car after he had his lunch, walked back and leaned against the wall. Ambulance was called. Emergency Care

Accidents:

Sheriff's Department -

11/02/2022 - Deputy was leaving the District Courthouse. The second deputy pushed the button to open the sally port door and got into the vehicle. Deputy waited until the door was completely open as he was backing out. He was checking both mirrors to make sure he was clear from the poles on both sides. While he was moving backwards, he heard a crunch and the vehicle stopped moving. He looked at the mirrors and noticed the back/top of the vehicle was hitting the bottom of the door. AT FAULT

11/02/2022 - Deputy was at the intersection of 400 West Main, Hyrum, Utah. The area was dark and the weather was raining/snowing. He observed 2-3 vehicles in front of him as the flow of traffic proceeded through the 4-way stop. He signaled for a right hand turn. He approached the stop sign and made the right turn on to 400 West. During the turn, he heard a loud thud come from the back passenger side of his vehicle. He parked the vehicle and observed a male juvenile on a bicycle lying on the pavement of the road. This accident was determined to be NOT AT FAULT by the Committee.

11/10/2022 - Deputy was patrolling and two deer ran across the highway in front of his vehicle. His patrol truck collided with one of the deer and caused damage to the front bumper of his patrol vehicle. NOT AT FAULT

11/22/2022 - Deputy noticed a small dent and some white scuff marks on the rear passenger quarter panel area of his patrol vehicle. He did not know how that happened. NOT AT FAULT

12/20/2022 - Deputy was at home and he heard a crash outside. He went outside and observed that his county issued vehicle had been hit by another vehicle. The vehicle was parked on the street, in front of his house. He went to speak to the driver that had crashed into the vehicle and he appeared to be very intoxicated. The Brigham City Police Department was called to respond. NOT AT FAULT

1/24/2023 - Deputy was on a traffic stop when all of the sudden another vehicle struck his rearview mirror from his patrol vehicle. The driver drove away. Deputy located the driver at a residence down the street. The Tremonton/Garland Police Department was called to respond to the residence. NOT AT FAULT

1/25/2023 - While a Deputy was patrolling the Beaver Dam Cemetery he got stuck in the snow. While trying to be pulled out by another deputy his vehicle slid sideways into a gate post, causing damage to the driver's side. AT FAULT

2/02/2023 - Deputy was heading towards Mantua. He was passing Gillies funeral home and struck a deer that ran out from behind a parked black truck around 750 East. Not At Fault

2/22/2023 - Deputy pulled away from the Shell gas station located next to the Sheriff's Office and still had the gas pump nozzle in his vehicle. There was no gas spilled, and as a result it caused the gas hose from the pump to break away as a result of the quick disconnect. There was no damage to the vehicle. AT FAULT

2/27/2023 - A Search & Rescue vehicle was involved in two events. In the first event, the right rear corner of the bumper was damaged when the truck was backed into an object or jackknifed into a trailer. The second incident happened when the winch mounted on the front of the truck slid out of the receiver as it was being driven down the road. When it hit the ground the truck ran over the winch/mount. In looking at the winch/mount, it appears that it is beyond repair and will need to be replaced. Upon initial observation, it also appears to have damage underneath the truck consisting of the following: front steering area is bent, rear emergency brake cable on the left side needs to be replaced. There is also a dent in the front bumper just to the right of the receiver. These accidents were not reported timely. AT FAULT

Road Department -

12/02/2022 - Employee was going West on the Garland cemetery road with his front plow and wing raised, but it bled off and the heel of the wing caught the concrete part of the railroad crossing and ripped the wing mount off and damaged the hydraulic tank.
Not at Fault

12/12/2022 - Employee was plowing snow from the DMV's parking lot. He was reversing back in the backhoe and was not able to see behind him and he hit a decorative light pole. AT FAULT

12/22/2022 - Employee went to Dautre Pit in Blue Creek to bring the D8N to the shop for repair. After loading the Cat, he hooked back up to the transport trailer and forgot to raise the bracket that holds the neck up after unhooking the trailer. When he left the pit and turned South, the bracket hooked the fender over the driver's side and broke the bracket that goes to the fender. AT FAULT

1/04/2023 - Employee pulled into the shed after plowing snow to make a left angle turn to park the truck sideways in the shed. He stopped to wait for another employee and he was focused on the other employees. While he pulled ahead slowly, he caught the door rail. AT FAULT

01/29/2023 - Employee was plowing snow at the DMV parking lot when he accidentally hit the corner of an adjacent business building while moving snow. AT FAULT

Landfill -

1/25/2023 - Employee driving away from the shop was looking out the right mirror watching another employee as he was backing away from the shop. When he looked out the left mirror he noticed he was backing into another county employee vehicle. He ended up sliding on ice and hitting the vehicle before he was able to stop. AT FAULT

Vendor Number:

State Contract Number:

Commodity Code: 99999



**UTAH DEPARTMENT OF AGRICULTURE AND FOOD
GRANT AGREEMENT**

26

1. CONTRACTING PARTIES: This Grant Agreement (Agreement), is between the Utah Department of Agriculture and Food (“UDAF”), Grantor, and the following Grantee:

Grantee Name: **Box Elder County Auditor,** Contact Person: **Wyatt Freeze,**
 Street Address: **01 South Main** City: **Brigham City**
 State: **Utah** Zip Code: **84302**

A (please check one):

- Sole Proprietor Governmental Agency Other – Specify _____

49 **2. GRANTEE IS AN INDEPENDENT CONTRACTOR:** Grantee is an Independent Contractor, and has no authority, express or implied, to bind the State of Utah, UDAF, or any of their officers, agents, or employees.

44 **3. CERTIFICATION OF NON-DEBARMENT:** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain *prior* written approval for this Agreement from the UDAF Commissioner, or his/her designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.

59 **4. PURPOSE OF AGREEMENT:** To pass funds to Grantee for the following purpose: Invasive Species Mitigation fund for Box Elder County Rush Skeletonweed Mitigation FY2024 pursuant to § UCA 4-17-114 and UCA § 4-17-115.

54 **5. AGREEMENT PERIOD:** This Agreement is effective **7/01/2023** and expires **06/30/2024**, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor’s discretion and with Grantor’s approval.

56 **6. AGREEMENT AMOUNT:** The total amount Grantee will receive pursuant to this Agreement is **\$50,000.00.**

57 **7. FUNDING:** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass-through money as defined in UCA § 63G-6a-103(35), § 63J-1-101 *et seq.*, and § 51-2a-101 *et seq.* If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 10 of this Agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq.*

58 **8. EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement and as outlined in Grantee’s FY 2024 application for Invasive Species Mitigation Application (Attachment B).

§9. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Grant.

§10. **GRANTEE REPORTING AND INSPECTION REQUIREMENTS:** Grantee shall comply with the following reporting and inspection requirements:

- A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports below:
- (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
 - (2) A final written itemized report when all the state money is spent;
 - (3) Written certification that Grantee, as defined both in this Agreement and as defined in the Additional Terms and Conditions, agrees to, and is in compliance with, all stated terms and conditions set forth in Attachment A (“Additional Terms and Conditions”);
 - (4) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or actually expended, including any such funding that has not been spent; and
 - (5) A final written itemized report regarding any funds received or expended pursuant to subsection (4).
- B. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing and completion of the project.

§11. **BILLING REQUIREMENTS:** Payments to Grantee shall be made as follows:

- A. Grantee shall submit payment requests no more often than once a month. Grantee will use the payment request process established by Grantor through the Amplifund platform and submission of a request shall be by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed or oversaw the actual work completed, and has the legal authority to bind that specific entity.
- (1) Grantee will maintain all invoices, receipts and any other documentation associated with the project until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.
 - (2) Grantee shall allow UDAF to examine any and all records under paragraph 11 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise specified in this Agreement.
- B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

- (1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th of a given fiscal year may not be reimbursed in full or in part.
- (2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of the Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.

- C. Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 11 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 11 remain in full force and effect and are legally binding.
- D. In accordance with Attachment A, UDAF may withhold 10% of the total grant award of **\$50,000.00** until all work undertaken pursuant to this Agreement is complete, the project is approved by UDAF, GIS data of the treatment areas is completed, and a final report detailing the work completed is filed with UDAF.

§ 12. **REDUCTION OF FUNDS:** If Grantor becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render Grantee's delivery or performance under this Agreement impossible, or unnecessary, Grantor may terminate this Agreement in whole or in part. If the legislature does not appropriate funds for paying Grantor's obligations on this Agreement, or if funding to Grantor is reduced due to an order by the Governor, or is required by state law, or if federal funding (when applicable) is not provided, or requires any return or "giveback" of funds required for Grantor to continue payments, or if the federal or state executive branch mandates any cuts or holdbacks in spending, or if UDAF decides to reduce the payments pursuant to this Agreement, Grantor may terminate this Agreement or proportionately reduce the requirements of this Agreement and the amounts to be paid by Grantor to Grantee for meeting such requirements.

§ 13. **INDEMNIFICATION:** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA § 63G-7-101, *et. seq.* Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.

§ 14. **COPYRIGHT:** INTENTIONALLY DELETED

§ 15. **ASSIGNMENT:** Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or sub-contractors.

§§ 16. **AMENDMENTS:** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.

§§ 17. **REMEDIES:** If Grantor determines that Grantee, its officers, agents, employees, contractors or sub-contractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or sub-contractors, at its discretion; including but not limited to:

- a. **Disallow Costs.** Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.
- b. **Withhold Payment.** It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys' fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee's payments for the remainder of the contract period or until Grantor fully recoups the funds.
- c. **Require Repayment.** Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.
- d. **Require Corrective Action.** Grantee shall comply with the terms of any corrective action plan required by Grantor.
- e. **Pursue Any Legal Remedy.** Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.
- f. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.

§§ 18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.

- SS 19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.
- SS 20. **JURISDICTION:** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.
- SS 21. **ENTIRE AGREEMENT:** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral or written agreements.
- SS 22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT:** By signing this Agreement, Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains exactly the same provisions that appeared in this document and its exhibits when Grantor originally sent it to Grantee.
- SS 23. **RIGHT TO RETAIN COUNSEL:** Grantee acknowledges that Grantor advised Grantee to obtain independent legal counsel to review this Agreement prior to signature, and that this Agreement was not signed under duress.
- SS 24. **AUTHORITY OF PERSON SIGNING FOR THE GRANTEE:** Grantee represents that the person who has signed this Agreement on behalf of Grantee has full legal authority to bind Grantee and to execute this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE
 Box Elder County Auditor *Commission*
 By: *[Signature]*
 Type/Print Name: Stan Summers
 Title/Position: Commission Chairman
 Date: 5-3-2023

GRANTOR
 UTAH DEPARTMENT OF AGRICULTURE
 By: _____
 Type/Print Name: _____
 Title/Position: _____
 Date: _____

Required Approvals:

 Program Manager Date

 Director Division of Purchasing Date

 UDAF Administrative Services Date

 Director of Finance Date

UDAF Contact: Aaron Eagar Phone: 801.602.1961 Email: aeagar@utah.gov



ATTACHMENT A

Additional Terms and Conditions

- SS 1. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns (hereinafter Grantee), will be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this agreement.
- SS 2. Grantee will provide the Utah Department of Agriculture (UDAF) a report meeting the requirements set forth in UCA § 9-8-404(1)(a)(i) and (ii) to, "take into account the effect of the expenditure or undertaking on any historic property." This report will be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by Public Lands Policy and Coordinating Office.
- SS 3. Grantee will refrain from all ground disturbing activities until UDAF provides a written letter to the grantee authorizing work to proceed. This is to ensure that requirements of UCA § 9-8-404(1)(a) have been met.
- SS 4. If during ground disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work must be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF will halt work and contact the state historic preservation officer (SHPO). UDAF will continue to halt work until an assessment of the discovery is completed by the agency and communicated to the SHPO.
- SS 5. Human Remains Discovery: If human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony are discovered, work within 100' will stop immediately. Verbal notification of the discovery will be made immediately to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Human remains discovered on state or privately-owned land will be treated consistent with all requirements of applicable Utah state laws regarding the treatment of human remains including UCA § 76-9-704, UCA § 9-8-302, UCA § 9-8-309, and UCA § 9-9-401 *et seq.*
- SS 6. UDAF may, in its sole discretion, withhold 10% of the total grant award until all work undertaken pursuant to the grant agreement is complete and the final GIS data and final report detailing the work completed are filed with UDAF.
- SK 7. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing, and completion of the project.

By: [Signature] Type/Print Name: Stan Summers

Title/Position: Commission Chair Date: 5-3-2023

Project Name: Box Elder County Rush Skeletonweed Mitigation FY2024

Unique Identifier: 2024-017



ATTACHMENT C

DECLARATION OF CONFLICT OF INTEREST

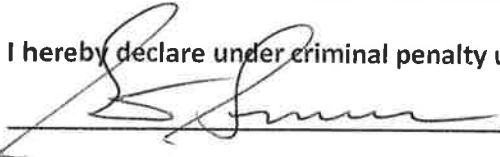
FOR CONTRACTED OR GRANTED OBLIGATIONS WITH THE UTAH DEPARTMENT OF AGRICULTURE AND FOOD

Because contracted /grant obligations with the Utah Department of Agriculture and Food (UDAF) can be construed as "being employed" by the State of Utah you are required by state law (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with: State Government, Local Government including committees, districts, or boards, irrigation boards, Colorado River Salinity Control Program, United States Department of Agriculture, Bureau of Reclamation, Bureau of Land Management, U. S. Fish and Wildlife Service, or other party that has influence or participates with UDAF's Invasive Species Mitigation program.

- 1).
- 2).
- 3).
- 4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah's Public Officers' and Employees' Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.



Signature

5-3-2023

Date

Stan Summers

Printed Name

Box Elder County

Location

Witnessed before me Marla R. Young on 5-3-2023.

Marla R. Young
Printed Name (Witness)



Box Elder County Rush Skeletonweed Mitigation

Prepared by Box Elder County
for Utah Department of Agriculture and Food FY 2024 Invasive Species Mitigation

Primary Contact: Wyatt Freeze



Opportunity Details

Opportunity Information

Title

FY2024 Invasive Species Mitigation

Description

The Utah Department of Agriculture and Food (UDAF) is now accepting Invasive Species Mitigation Weed Control Grant Applications for the 2023-24 season. The goal of this program is to allocate funds to projects which have management strategies with a high degree of potential success in the State of Utah.

Eligible Activities:

- Early detection and rapid response
- Treating critical acres that protect larger land use areas
- Monitoring and preventing the spread of small populations and new introductions
- Monitoring and rehabilitating established infestations
- Research related to invasive species

Awarding Agency Name

Utah Department of Agriculture and Food

Agency Contact Name

Aaron Eagar

Agency Contact Phone

(801) 602-1961

Agency Contact Email

aeagar@utah.gov

Fund Activity Categories

Agriculture

Departments

Invasive Species Mitigation Program

Subjects

Invasive Species Mitigation

Opportunity Manager

Aaron Eagar

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/18aad963-6b7f-4b59-87f6-9f55cbf34bb7>

Is Published

Yes

Award Information

Award Range

\$1,000.00 - \$125,000.00

Award Period

07/01/2023 - 06/30/2024

Award Type



Competitive

Indirect Costs Allowed

Yes

Indirect Cost Description

Your administration / Indirect costs cannot exceed a total of 10% of your total project budget. Any grant application with a higher administration cost of 10% will not be accepted.

Indirect Cost Rate

10.00 %

Submission Information

Submission Window

02/13/2023 12:00 AM - 03/24/2023 5:00 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

We will accept applications until the close of business day at 5:00PM

Allow Multiple Applications

Yes

Application Review Start Date / Pre-Qualification Deadline

02/13/2023 12:00 AM

Other Submission Requirements

Only complete applications will be moved to the ranking committee for project ranking. As part of UDAF's dedication to excellence, each grant application will be reviewed for completeness. Any applications which are incomplete will not be considered for ranking and funding. All applications will require a Utah Spatial Invasive Infestation Project Analysis (SIIPA) included. If you are not familiar with the Utah SIIPA, please contact program manager.

Question Submission Information

Question Submission Open Date

Question Submission Close Date

Question Submission Email Address

aeagar@utah.gov

Question Submission Additional Information

Your project will require a Utah SIIPA geodatabase file, SIIPA project Map, and a SIIPA project report. If you are not familiar with the Utah SIIPA platform you can download the training guide below. If you need further assistance after reading the guide then you may contact technical support.

Attachments

- SIIPA ISM training Guide

Technical Assistance Session

Session Date and Time

Conference Info / Registration Link

Email Aaron Eagar @ aeagar@utah.gov to make an appointment



Eligibility Information

Eligibility Type

Public

Additional Eligibility Information

Universities; Cooperative Weed Management Areas (CWMA's); County Weed Boards; State Agencies, Tribal or Private Landowners; Conservation Districts, nonprofits, and/or other Political Subdivisions.

Additional Information

Additional Information URL

https://ag.utah.gov/wp-content/uploads/2019/12/Utah_SIIPA_Guide.pdf

Additional Information URL Description

This is a link to the Utah SIIPA training guide.



Project Information

Application Information

Application Name
Box Elder County Rush Skeletonweed Mitigation

Award Requested
\$50,000.00

Total Award Budget
\$50,000.00

Primary Contact Information

Name
Wyatt Freeze

Email Address
wfreeze@boxeldercounty.org

Address
5730 W 8800 N
Tremonton, Utah 84337

Phone Number
435-230-1556



Project Description

Utah SIIPA Modeling Tool

SIIPA Requirements for the UDAF Grant Application

In order to be considered for Invasive Species Mitigation funding you will be required to create a Utah SIIPA model of your project area.

If you have not created a SIIPA for your project, you should save at this point and do it before filling out the rest of the grant application.

The information from your SIIPA Project Report will be needed in order to complete your application.

Once you have built your project in the Utah SIIPA, you will be asked to save the following three files.

- 1- Print Map of your project and save as a PDF file.
- 2- Run report and save the report as a PDF file.
- 3- Download file (zipped Geodatabase file of your project).

Email the zipped Geodatabase file to bduncan@Utah.gov

Use the upload buttons below to provide the PDF map of your project and the PDF Project Report.

Upload SIIPA Project Report
SIIPA Report.pdf

Upload SIIPA Project Map
SIIPA Map.pdf

Additional Files
Box Elder Rush Skeletonweed Mitigation FY24 Project Description.docx

Restoration Activities Information

Does your project have restoration activities?

- Yes
 No



Applicant Information

Organization Information

Please list the name of the Organization applying for these Federal funds
Box Elder County

Does your Organization have a Utah Vendor Number

What type of Organization are you (Please choose for the list below)

Political Subdivision

Project Manager Contact Information

(Project Manager) First Name

Wyatt

(Project Manager) Last Name

Freeze

(Project Manager) Mailing Address

5730 W 8800 N

(Project Manager) City

Tremonton

(Project Manager) State

Utah

(Project Manager) Zip Code

84337

(Project Manager) Telephone Number (XXX) XXX-XXXX

435-695-2580

(Project Manager) Cell Phone Number (XXX) XXX-XXXX

435-230-1556

(Project Manager) Email Address

wfreeze@boxeldercounty.org

Financial Agent Information

Please list the name of the Fiscal Organization responsible for holding the contract for this project

Box Elder County Auditor

(Fiscal Contact) First Name

Shirlene

(Fiscal Contact) Last Name

Larsen

(Fiscal Contact) Mailing Address

01 South Main

(Fiscal Contact) City

Brigham City

(Fiscal Contact) State

Utah



(Fiscal Contact) Zip Code
84302

(Fiscal Contact) Telephone (XXX) XXX-XXXX
435-734-3360

(Fiscal Contact) Cell Phone (XXX) XXX-XXXX
435-734-7360

(Fiscal Contact) Email Address
slarsen@boxeldercounty.org

Project Evaluation--Internal to UDAF

Project Management - Infested Area (Reviewer Only)

Select an item... ▼

EDRR - Weed List (Reviewer Only)

Select an item... ▼

Economic Benefit - SGMA (Reviewer Only)

Select an item... ▼

Economic Benefit - Grazing Allotment (Reviewer Only)

Select an item... ▼

Wildlife Impact - Elk (Reviewer Only)

Select an item... ▼

Wildlife Impact - Mule Deer (Reviewer Only)

Select an item... ▼

Water Ranking - Water Quality (Reviewer Only)

Select an item... ▼

Water Ranking - Water Assessment Index (Reviewer Only)

Select an item... ▼

Wildfire Section - Wildfire Risk (Reviewer Only)

Select an item... ▼

Economic Benefit - Wildland Area Index (Reviewer Only)

Select an item... ▼

Economic Benefit - Wildfire Effect (Reviewer Only)

Select an item... ▼

Project Management - Priority Focus Area (Reviewer Only)

Select an item... ▼

Quality Throughput - VS- Operational Expense

What is the QT/OE score for the project (Reviewer Only)



UDAF internal tracking number (Reviewer Only)

Ranking Committee

Cost per Acre Evaluation (Reviewer Only)

Select an item... ▾

(Reviewer Only)

In evaluating the cost per acre, there is a wide range of possibilities for each species. Please keep in mind the following items when giving a score.

1- An aerial applican is always cheaper than boom spraying. Boom spraying is always cheaper then Hand spraying. Hand spraying is always cheaper then backpack spraying. Backpack spraying is always cheaper than hand pulling.

- Some projects might require a specific type of chemical treatment due to slope, trees, powerlines, population, federal restrictions, or other factors. Your ranking should take this in account and be reflected in how your score.

2- Some species cost more to treat. Russian Olive, Tamarisk, Aurundo, Phragmites, Purple Loostrife, and Garlic Mustard will naturally have a higher cost per acre for treatment.

3- Restoration activities add as much as 40% more to a project which will dramatically impact the cost per acre. Make sure you are aware if the cost per acre includes a restoration component.

Taking all of these factors into consideration, you should give the project a cost per acre score between 0-10 with 10 being the best cost per acre for this type of project.

(Reviewer Only)

Ranking Committee

Chemical Profiles in relation to species/treatment/timing (Reviewer Only)

Select an item... ▾

(Reviewer Only)

In evaluating the dynamics of the project there are multiple ways a project manager could approach treatment and restoration. Please keep in mind the following items when giving a score.

1- Are they using the right chemical for the species they have outlined as their target species and will be utilizing public money to treat.

2- Are they applyng the chemical at the best time for the species they have identified as their target.

3- Are they applying a chemical which reduces / eliminates germination prior to a restoration activity scheduled?

Taking all of these factors in to account. Was you able to find the necessary information in their project description and activities to give the project a ranking in this category. Give the project a socre between 0-10 with 10 being the highest score for this cetegory.

(Reviewer Only)

Ranking Committee

Partnership and Matching Funds (Reviewer Only)

Select an item... ▾



(Reviewer Only)

In evaluating a score for partnership and matching funds, keep in mind that matching funds is not a requirement for funding. Please keep in mind the following items when give a score.

- 1- Do you believe the partners listed are a list of name only partners?*
- 2- Did the Project Manager list how the partners would be involved in the project? Are you convinced of these as true partnerships?*
- 3- Does the inkind and monetary contributions listed add true value to the Project? (cost per acre, management, long term monitoring)*

Taking all of these factors into account, do you believe the project manager gathered enough partners to make the cost to the public beneficial. Give the project a score between 0-10 with 10 being the highest score for this category.

(Reviewer Only)



Project Information

Project Name / Project Description / Project Location

For the project name, please provide a descriptive name which incorporates the organization, the location, and the species, the Fiscal Year in the name is preferred.

Some examples of project names would be:

Cache County Goatsrue mitigation west FY2024

Tooele County Yellow Starthistle Vernon treatment FY2024

Park City Corporation Vipers bugloss Virginia Mine restoration FY2024

Virgin City Scotch thistle Peterson property treatment FY2024

Please list the name of your Project

Box Elder County Rush Skeletonweed Mitigation FY2024

For the project location, it should include a general location of your project at a more detailed level than which County your project is in.

Example:

Project is located in Utah County at the Boy Scout camp in Payson Canyon. The Boy Scout camp is located about 8 miles up the canyon and is called Camp Maple Dell. The project incorporates the main scout camp along with known trails which lead up to the Payson lakes campground.

Please give a description of your project location

This project is located in the eastern half of Box Elder County. The majority of infestations are found east of an imaginary line that runs from Promontory point straight north to the Idaho/Utah state line. Some minor infestations are found from this line west to the Locomotive Springs Road. Current hotspots are the entirety of the Promontory Peninsula, Howell Valley, and the BR Mountains.

Project is located in which County. If your project covers multiple Counties hold down CTRL and make multiple selections
Box Elder

Primary and Secondary Treatment Species

The Primary and Secondary Treatment Species should be the species with the highest frequency of treatment within your project.

Please pay attention to the following details:

Your Primary and Secondary Treatment species should be relational to your *budget* and your *treatments*.

The Utah SIIPA will evaluate all species within your project area and define a ranking score from your overall project.

Defining your Primary and Secondary Treatment species helps to outline your treatment timing, chemical profile, and treatment methods.



You can review your project species specifics from your Utah SIIPA Project Report. Look under the heading "Species" to see the breakout of your project.

Please select which Species is the Primary Target for treatment in your Project area.

Rush Skeletonweed

Please select which Species is the Secondary Target for treatment in your Project area.

Dyers Woad

Primary / Secondary Treatment Species Acres

The Primary and Secondary Treatment Acres should be reflective in your total acres listed in your Utah SIIPA Report.

Please pay attention to the following details:

Your Primary and Secondary Treatment Acres should be relational to your budget and your treatments.

Your Primary and Secondary Treatment Acres should be calculated from your Project SIIPA Report.

If the Project SIIPA Report Acres is not a good representation of your project, you will need to explain why in the project description.

You can review your project species specifics from your Utah SIIPA Project Report. Look under the heading "Species" to see the breakout of your project.

Please list the Primary Treatment Species Acres From SIIPA Report. You can find this under the section called "Species" and find your species in the table.

5835

Please list the Secondary Target Species Acres From SIIPA Report. You can find this under the section called "Species" and find your species in the table.

32

Please list all other Species of concern within your Project area.

Canada Thistle, Scotch Thistle, Hoary Cress, Poison Hemlock, Leafy Spurge, Perennial Pepperweed

Project Description

Please provide a detailed description of your proposed Project .

Please pay attention to the following details:

Your description should include any history of the project area if necessary.

If your budget does not match (Acres, Species) listed in your SIIPA project report, you will need to explain why in your description.

If your project includes a restoration activity that will disturb soil, identify it in your description and how many acres.

If your project is not being monitored by UDAF explain how you will measure your performance on this project.



Project Description

The first confirmed sighting of Rush Skeletonweed was in 2009. Since then, the Box Elder County Weed Department has worked tirelessly to map and treat the full extent of the infestation. This has been a priority to us due to the weeds ability to invade and crowd out most all vegetation it comes in contact with. Because of these traits, this project continues to operate on the landscape scale. Since 2012, ISM funding has been applied for, and received, by the BECO Weed Department. It is due to this funding that this project has had any success to this point. Over time, as landowners have been educated and taking over the treatment of their own properties, we have been able to ask for less funding from the ISM. We are once again requesting ISM funding to aid in the treatment of all known rush skeletonweed populations in Box Elder County.

Our objective of this project is to continue to decrease the total number of acres infested by rush skeletonweed. Our secondary objective is to eliminate satellite populations so that the risk of invasion to surrounding counties is decreased as well. To meet these objectives, we have implemented a notification system, through the mail, that contacts all current landowners that have confirmed infestations of rush skeletonweed. This notification system offers the landowner a multitude of treatment choices. Many choose to utilize our monitoring and treatment services to complete the treatment of their property for only half the cost. Our weed board believes that this will incentivize non-cooperative landowners to participate in weed control, while still offering an affordable option to landowners who are actively engaged in treatment.

By decreasing the amount of infested acreage of rush skeletonweed on the landscape scale, we are able to coordinate treatments in a more precise manner, which allows us to strategically work towards our objectives. Achieving our primary objective has 5 main benefits. First, it makes it possible for the economic value of the landscape to increase. Properties not infested with rush skeletonweed are worth more because they do not have the probability of a costly weed program. Second, removing rush skeletonweed increases the amount of forage available to livestock, which then increases AUM's. This can also increase the quantity and quality of crops. Third, by removing this exotic weed, the amount of native vegetation is increased, as well as the diversity. This leads us to our fourth main benefit, which is the improvement of wildlife habitat. With an increase in biodiversity and quantity of native vegetation available to wildlife, their populations are able to maintain healthier numbers on the landscape. Lastly, there is some research that reports the milky rush skeletonweed sap has the ability to induce blindness if it comes in contact with your eyes. By removing populations in high-traffic areas, we are increasing the safety of the public.

This project will be executed in a variety of ways, at all times striving to utilize integrated management practices. Most treatment will be accomplished with the use of ground crews that spot treat with UTV mounted spray systems and backpack sprayers. Another large portion will be treated with a helicopter. This allows us to treat an increased number of infested acres that are found in areas inaccessible to any other means. The quest for an established population of *Bradyrrhoa giveolella*, a root feeding moth, will continue at a high priority. This year we will also start searching for degraded sites, previously infested by rush skeletonweed, that would benefit from revegetation efforts.

We have had great success in garnering landowner participation by utilizing our Landowner Outreach Program. This program incentivizes landowners affected by rush skeletonweed to come in and allow us to educate them, and in return we provide them with small amounts of herbicide to work on treatment. All herbicide provided is recorded so that we can track how many acres are being treated by the recipients, which is then input into our total acreage treated. At the BECO Fair we assist our weed board in holding a booth to increase weed education to the general public.

Our county ArcGIS system shows a map of the infested areas treated in past years, as well as the general locations to be monitored/retreated and searched for new infestations. Within the system we are able to show infested acres (along with pictures) so that we can see our progress from year to year. We will also continue to monitor our photo points on EDDMaps. These photo points are excellent at providing a visual representation of the projects success. We also are planning on implementing a couple transects throughout the project area so that we can obtain quantifiable data reflecting the success of this project. This would be in addition to any monitoring done by UDAF.

Please refer to the file attached with the SIIPA files for the remainder of this description.

Biological Control Treatment

Will you be releasing any biological control as part of your project

- Yes
- No

Please list the name of the biological control species you will be releasing

Bradyrrhoa giveolella

Please enter the total number of biological control agents released



500

Herbicide Treatment

Does your project include Herbicide Treatments

- Yes
- No

Please list the total amount of acres that will be treated

1900

Revegetation / Restoration

Does your project include revegetation or restoration activities

- Yes
- No

Monitoring / Photo Documentation

Will your project include monitoring or photo documentation

- Yes
- No

Please list the monitoring or photo documentation methods

EDDMaps Photo Projects
Cover Class Transects

Project Inventory

Will you be inventorying lands outside your defined project area

- Yes
- No

Please list the total acres you will be inventorying as part of this project

500

Outreach / Education

Does your project include any Outreach or Education activities

- Yes
- No

Please describe the activities

Landowner Outreach Program
Box Elder County Fair Booth

What is the total dollar amount allocated for Outreach / Education

\$0.00

What is the estimated reach (per person) of your Outreach / Education

200



Project Land Ownership and Partners

Land Ownership

Please list all land ownership acres.

You will find the acres broken out into land ownership in the SIIPA report under the section called "Acreage Report".

Please list all Federal Land (Acres) From SIIPA Report.
739

Please list all Private Land (Acres) From SIIPA Report.
40277

Please list all State Land (Acres) From SIIPA Report.
214

Primary Treatment Species Acres

Please list the acres for each land ownership for your Primary Treatment Species.

You will find the acres broken out into land ownership in the SIIPA report under the section called "Species".

Primary Treatment Species Acres (Federal Land) From SIIPA Report.
179

Primary Treatment Species Acres (Private Land) From SIIPA Report.
5646

Primary Treatment Species Acres (State Land) From SIIPA Report.
10

Secondary Treatment Species Acres

Please list the acres for each land ownership for your Secondary Treatment Species.

You will find the acres broken out into land ownership in the SIIPA report under the section called "Species".

Secondary Treatment Species Acres (Federal Land) From SIIPA Report.
0

Secondary Treatment Species Acres (Private Land) From SIIPA Report.
32

Secondary Treatment Species Acres (State Land) from SIIPA Report.
0

Project Partner In-Kind Contributions

Does your project include Partner In-Kind matching contributions

- Yes
- No



Does your project include In-Kind contributions from the Private sector

- Yes
- No

Please list Private Partners contributing In-Kind match to this project

Jeff Madsen, Don Adams, Fielding UT Crops, Arthur Douglas, Douglas Nelson, Kyle Potter, Matt Mueller, Krys Oyler, Bruce Morris, Steve Peterson, Steve Welling, Clint Hill, Chris Hawkes, Brad Hawkes, Jared Andersen, Burke Jensen, Richard Elmer, Ben Adams, Kevin Kotter, Kim Birch, Rex Larsen, Harper Johnson, Michael Reese, David Earl, Dennis Poulsen, Tim Munns, Rhet Munns, CJ Roberts, Brett Selman, Blaine Rupp, Burke Udy, Max Huggins, and Northrop Gruman.

Please list the Total In-Kind amount from Private Partners

\$35,000.00

Does your project include In-Kind contributions from State and local Government

- Yes
- No

Please list State and local Government Partners contributing In-Kind to this project

National Park Service (Golden Spike Nation Park)

Please list the Total In-Kind amount from State and local Government Partners

\$2,000.00

Please list the dollar amount of the Total In-Kind Contributions for the Project

\$37,000.00

Project Partner Monetary Contributions

Does your project include Partner Monetary matching contributions

- Yes
- No



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
Labor	\$8,000.00	\$8,000.00
Subtotal	\$8,000.00	\$8,000.00
Consultants/Contracts		
Aerial Spraying	\$8,000.00	\$8,000.00
Subtotal	\$8,000.00	\$8,000.00
Chemicals		
Herbicide	\$32,000.00	\$32,000.00
Subtotal	\$32,000.00	\$32,000.00
Indirect		
Administration	\$2,000.00	\$2,000.00
Subtotal	\$2,000.00	\$2,000.00
Total Proposed Cost	\$50,000.00	\$50,000.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$50,000.00	\$50,000.00
Subtotal	\$50,000.00	\$50,000.00
Total Proposed Revenue	\$50,000.00	\$50,000.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Please list the total dollar amount of labor you are asking from the ISM program. Your labor can include: Private Land Owner County Employee Seasonal labor with County, Federal, Municipalities, and University.



Labor

The is the total amount needed to fund seasonal county employees to treat our expected number of acres.

Consultants/Contracts

Please list the total dollar amount for Consultants / Contracts you are asking from the ISM program. Items can include: Private companies who offer spraying services. Aerial spraying / seeding / fertilizer, Tree removal / other invasive species removal, Use of animal grazing treatments (cows, goats), Long term monitoring contract with private or Federal. Rental / Contract for equipment to complete the project Use of Range drill, agricultural drill, chain harrow. Contracted Restoration Activities Contract for either on the ground or aerial documentation.

Aerial Spraying

This amount would be used to subsidize the cost of a pilot for private landowners to spray infested areas inaccessible by ground. This would take place in October.

Chemicals

Please list the total dollar amount of Herbicide, Surfactant, and Fertilizer you are asking from the ISM program.

Herbicide

This is the total amount needed to buy enough herbicide/surfactant to treat our expected number of acres.

Indirect

Please list the total dollar amount you will be requesting from the ISM program for administration of your project. (Your administration cost cannot exceed a total of 10% of your total project budget) Any grant application with a higher administration cost of 10% will not be accepted.

Administration

The is the amount requested to pay for the cost to administer the grant.



Performance Plan

Proposed Performance Plan

Chemical Treatment

Goal Name	Goal Type	Goal Details
Ground Treatment	Numeric	Number to be Achieved 800
Aerial treatment	Numeric	Number to be Achieved 1,100

Bio Control

Goal Name	Goal Type	Goal Details
Root-Feeding Moth	Numeric	Number to be Achieved 500

Invasive Species Mapping

Goal Name	Goal Type	Goal Details
Mapping	Numeric	Number to be Achieved 1,900

Monitoring / Documentation

Goal Name	Goal Type	Goal Details
Cover Class Transects	Numeric	Number to be Achieved 3
Photo Projects	Numeric	Number to be Achieved 3

Education / Outreach

Goal Name	Goal Type	Goal Details
Landowner Outreach Program	Numeric	Number to be Achieved 30



Goal Name	Goal Type	Goal Details
Fair Booth	Numeric	Number to be Achieved 50

Proposed Performance Narrative

Chemical Treatment

Please define your treatment plan. You should include the following information: -Acres treated under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -What application type will be used (Aerial, boom, spot etc.)

Ground Treatment

We hope to see 800 acres treated by ground crews between July-September 2023 and May-June 2024. Ground crews use UTV's-mounted spray systems equipped with handguns and boomless nozzles, as well as 4-gallon backpack sprayers.

Aerial treatment

We hope to treat at least 1,100 acres in late September or early October of 2023 with a helicopter. We choose this time of year because rush skeletonweed is still green, but most of the desirable vegetation is going dormant and is less likely to be negatively affected.

Bio Control

Please define your release plan. You should include the following information: -Number of Insects being released under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -List the species of Insects you will be releasing

Root-Feeding Moth

We will be working with Amber Mendenhall to hopefully go to Idaho and collect at least 500 *Bradyrhoa gilveolella* moths in the month of July.

Invasive Species Mapping

Please define your Mapping plan. You should include the following information: -Number of Acres you will Mapping under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -List the target species you will be mapping for this activity

Mapping

We will re-map all rush skeletonweed infestations treated during July-October 2023 and May-June 2024. Secondary weeds will also be mapped at a lower priority. This is accomplished through the use of our own ArcGIS system and the EDDMaps system.

Monitoring / Documentation

Please define your Monitoring plan. You should include the following information: -Number of Transects you will place under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -List the target species you will be Monitoring for this activity

Cover Class Transects



We hope to implement three cover class transects throughout our project area to gain some quantifiable data of our rush skeletonweed projects success. This will most likely take place in July 2023.

Photo Projects

We hope to implement 3 photo projects of rush skeletonweed on EDDMaps so that we can show a visual representation of our treatments success. This will take place in July 2023.

Education / Outreach

Please define your Education / Outreach plan. You should include the following information: -Total people impacted from this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -How this will be accomplished (meeting, brochures, flyers, webinar, etc)

Landowner Outreach Program

Using small amounts of free herbicide to incentivize landowners to come in and meet with us so that we can educate them on rush skeletonweed. We go over how to monitor and treat rush skeletonweed. This takes place July-October 2023 and April-June 2024.

Fair Booth

We take advantage of the BECO fair, where we man a booth with our weed board to educate fair-goers about rush skeletonweed and other weeds. The fair usually takes place the last full week of August.

Vendor Number:

State Contract Number:

Commodity Code: 99999



INVASIVE SPECIES
MITIGATION
Plant Industry Division

UTAH DEPARTMENT OF AGRICULTURE AND FOOD GRANT AGREEMENT

51 1. **CONTRACTING PARTIES:** This Grant Agreement (Agreement), is between the Utah Department of Agriculture and Food ("UDAF"), Grantor, and the following Grantee:

Grantee Name: **Box Elder County**, Contact Person: **Wyatt Freeze**,
Street Address: **01 South Main** City: **Brigham City**
State: **Utah** Zip Code: **84302**

A (please check one):

Sole Proprietor Governmental Agency Other – Specify _____

52 2. **GRANTEE IS AN INDEPENDENT CONTRACTOR:** Grantee is an Independent Contractor, and has no authority, express or implied, to bind the State of Utah, UDAF, or any of their officers, agents, or employees.

53 3. **CERTIFICATION OF NON-DEBARMENT:** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or his/her designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.

54 4. **PURPOSE OF AGREEMENT:** To pass funds to Grantee for the following purpose: Invasive Species Mitigation fund for Box Elder Knapweed EDRR FY24 pursuant to § UCA 4-17-114 and UCA § 4-17-115.

55 5. **AGREEMENT PERIOD:** This Agreement is effective 7/01/2023 and expires 06/30/2024, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor's discretion and with Grantor's approval.

56 6. **AGREEMENT AMOUNT:** The total amount Grantee will receive pursuant to this Agreement is **\$14,250.00.**

57 7. **FUNDING:** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass-through money as defined in UCA § 63G-6a-103(35), § 63J-1-101 *et seq.*, and § 51-2a-101 *et seq.* If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 10 of this Agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq.*

58 8. **EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement and as outlined in Grantee's FY 2024 application for Invasive Species Mitigation Application (Attachment B).

§§ **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Grant.

§ 10. **GRANTEE REPORTING AND INSPECTION REQUIREMENTS:** Grantee shall comply with the following reporting and inspection requirements:

- A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports below:
- (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
 - (2) A final written itemized report when all the state money is spent;
 - (3) Written certification that Grantee, as defined both in this Agreement and as defined in the Additional Terms and Conditions, agrees to, and is in compliance with, all stated terms and conditions set forth in Attachment A (“Additional Terms and Conditions”);
 - (4) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or actually expended, including any such funding that has not been spent; and
 - (5) A final written itemized report regarding any funds received or expended pursuant to subsection (4).
- B. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing and completion of the project.

§§ 11. **BILLING REQUIREMENTS:** Payments to Grantee shall be made as follows:

- A. Grantee shall submit payment requests no more often than once a month. Grantee will use the payment request process established by Grantor through the Amplifund platform and submission of a request shall be by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed or oversaw the actual work completed, and has the legal authority to bind that specific entity.
- (1) Grantee will maintain all invoices, receipts and any other documentation associated with the project until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.
 - (2) Grantee shall allow UDAF to examine any and all records under paragraph 11 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise specified in this Agreement.
- B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

- (1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th of a given fiscal year may not be reimbursed in full or in part.
 - (2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of the Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.
- C. Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 11 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 11 remain in full force and effect and are legally binding.
- D. In accordance with Attachment A, UDAF may withhold 10% of the total grant award of **\$14,250.00** until all work undertaken pursuant to this Agreement is complete, the project is approved by UDAF, GIS data of the treatment areas is completed, and a final report detailing the work completed is filed with UDAF.

§ 12. **REDUCTION OF FUNDS:** If Grantor becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render Grantee's delivery or performance under this Agreement impossible, or unnecessary, Grantor may terminate this Agreement in whole or in part. If the legislature does not appropriate funds for paying Grantor's obligations on this Agreement, or if funding to Grantor is reduced due to an order by the Governor, or is required by state law, or if federal funding (when applicable) is not provided, or requires any return or "giveback" of funds required for Grantor to continue payments, or if the federal or state executive branch mandates any cuts or holdbacks in spending, or if UDAF decides to reduce the payments pursuant to this Agreement, Grantor may terminate this Agreement or proportionately reduce the requirements of this Agreement and the amounts to be paid by Grantor to Grantee for meeting such requirements.

§ 13. **INDEMNIFICATION:** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA § 63G-7-101, *et. seq.* Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.

§ 14. **COPYRIGHT:** INTENTIONALLY DELETED

§ 15. **ASSIGNMENT:** Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or sub-contractors.

§ 16. **AMENDMENTS:** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.

§ 17. **REMEDIES:** If Grantor determines that Grantee, its officers, agents, employees, contractors or sub-contractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or sub-contractors, at its discretion; including but not limited to:

- a. **Disallow Costs.** Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.
- b. **Withhold Payment.** It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys' fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee's payments for the remainder of the contract period or until Grantor fully recoups the funds.
- c. **Require Repayment.** Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.
- d. **Require Corrective Action.** Grantee shall comply with the terms of any corrective action plan required by Grantor.
- e. **Pursue Any Legal Remedy.** Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.
- f. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.

§ 18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.



ATTACHMENT A

Additional Terms and Conditions

- CS 1. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns (hereinafter Grantee), will be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this agreement.
- SS 2. Grantee will provide the Utah Department of Agriculture (UDAF) a report meeting the requirements set forth in UCA § 9-8-404(1)(a)(i) and (ii) to, "take into account the effect of the expenditure or undertaking on any historic property." This report will be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by Public Lands Policy and Coordinating Office.
- SS 3. Grantee will refrain from all ground disturbing activities until UDAF provides a written letter to the grantee authorizing work to proceed. This is to ensure that requirements of UCA § 9-8-404(1)(a) have been met.
- SS 4. If during ground disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work must be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF will halt work and contact the state historic preservation officer (SHPO). UDAF will continue to halt work until an assessment of the discovery is completed by the agency and communicated to the SHPO.
- SS 5. Human Remains Discovery: If human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony are discovered, work within 100' will stop immediately. Verbal notification of the discovery will be made immediately to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Human remains discovered on state or privately-owned land will be treated consistent with all requirements of applicable Utah state laws regarding the treatment of human remains including UCA § 76-9-704, UCA § 9-8-302, UCA § 9-8-309, and UCA § 9-9-401 *et seq.*
- SS 6. UDAF may, in its sole discretion, withhold 10% of the total grant award until all work undertaken pursuant to the grant agreement is complete and the final GIS data and final report detailing the work completed are filed with UDAF.
- SS 7. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing, and completion of the project.

By: [Signature] Type/Print Name: Stan Summers

Title/Position Commission Chair Date: 5-3-2023

Project Name: **Box Elder Knapweed EDRR FY24**

Unique Identifier: **2024-018**



ATTACHMENT C

DECLARATION OF CONFLICT OF INTEREST

FOR CONTRACTED OR GRANTED OBLIGATIONS WITH THE UTAH DEPARTMENT OF AGRICULTURE AND FOOD

Because contracted /grant obligations with the Utah Department of Agriculture and Food (UDAF) can be construed as "being employed" by the State of Utah you are required by state law (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with: State Government, Local Government including committees, districts, or boards, irrigation boards, Colorado River Salinity Control Program, United States Department of Agriculture, Bureau of Reclamation, Bureau of Land Management, U. S. Fish and Wildlife Service, or other party that has influence or participates with UDAF's Invasive Species Mitigation program.

- 1).
- 2).
- 3).
- 4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah's Public Officers' and Employees' Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

Stan Summers *May 3, 2023*

Signature

Date

Stan Summers

Box Elder County

Printed Name

Location

Witnessed before me

Marla R. Young on *May 3, 2023*

Printed Name (Witness)

Marla R. Young *Marla R. Young*



Box Elder Knapweed EDRR

Prepared by Box Elder County
for Utah Department of Agriculture and Food FY 2024 Invasive Species Mitigation

Primary Contact: Wyatt Freeze



Opportunity Details

Opportunity Information

Title

FY 2024 Invasive Species Mitigation

Description

The Utah Department of Agriculture and Food (UDAF) is now accepting Invasive Species Mitigation Weed Control Grant Applications for the 2023-24 season. The goal of this program is to allocate funds to projects which have management strategies with a high degree of potential success in the State of Utah.

Eligible Activities:

- Early detection and rapid response
- Treating critical acres that protect larger land use areas
- Monitoring and preventing the spread of small populations and new introductions
- Monitoring and rehabilitating established infestations
- Research related to invasive species

Awarding Agency Name

Utah Department of Agriculture and Food

Agency Contact Name

Aaron Eagar

Agency Contact Phone

(801) 602-1961

Agency Contact Email

aeagar@utah.gov

Fund Activity Categories

Agriculture

Departments

Invasive Species Mitigation Program

Subjects

Invasive Species Mitigation

Opportunity Manager

Aaron Eagar

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/18aad963-6b7f-4b59-87f6-9f55cbf34bb7>

Is Published

Yes

Award Information

Award Range

\$1,000.00 - \$125,000.00

Award Period

07/01/2023 - 06/30/2024

Award Type



Competitive

Indirect Costs Allowed

Yes

Indirect Cost Description

Your administration / Indirect costs cannot exceed a total of 10% of your total project budget. Any grant application with a higher administration cost of 10% will not be accepted.

Indirect Cost Rate

10.00 %

Submission Information

Submission Window

02/13/2023 12:00 AM - 03/24/2023 5:00 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

We will accept applications until the close of business day at 5:00PM

Allow Multiple Applications

Yes

Application Review Start Date / Pre-Qualification Deadline

02/13/2023 12:00 AM

Other Submission Requirements

Only complete applications will be moved to the ranking committee for project ranking. As part of UDAF's dedication to excellence, each grant application will be reviewed for completeness. Any applications which are incomplete will not be considered for ranking and funding. All applications will require a Utah Spatial Invasive Infestation Project Analysis (SIIPA) included. If you are not familiar with the Utah SIIPA, please contact program manager.

Question Submission Information

Question Submission Open Date

Question Submission Close Date

Question Submission Email Address

aeagar@utah.gov

Question Submission Additional Information

Your project will require a Utah SIIPA geodatabase file, SIIPA project Map, and a SIIPA project report. If you are not familiar with the Utah SIIPA platform you can download the training guide below. If you need further assistance after reading the guide then you may contact technical support.

Attachments

- SIIPA ISM training Guide

Technical Assistance Session

Session Date and Time

Conference Info / Registration Link

Email Aaron Eagar @ aeagar@utah.gov to make an appointment



Eligibility Information

Eligibility Type
Public

Additional Eligibility Information

Universities; Cooperative Weed Management Areas (CWMA's); County Weed Boards; State Agencies, Tribal or Private Landowners; Conservation Districts, nonprofits, and/or other Political Subdivisions.

Additional Information

Additional Information URL

https://ag.utah.gov/wp-content/uploads/2019/12/Utah_SIIPA_Guide.pdf

Additional Information URL Description

This is a link to the Utah SIIPA training guide.



Project Information

Application Information

Application Name
Box Elder Knapweed EDRR

Award Requested
\$14,250.00

Total Award Budget
\$14,250.00

Primary Contact Information

Name
Wyatt Freeze

Email Address
wfreeze@boxeldercounty.org

Address
5730 W 8800 N
Tremonton, Utah 84337

Phone Number
435-230-1556



Project Description

Utah SIIPA Modeling Tool

SIIPA Requirements for the UDAF Grant Application

In order to be considered for Invasive Species Mitigation funding you will be required to create a Utah SIIPA model of your project area.

If you have not created a SIIPA for your project, you should save at this point and do it before filling out the rest of the grant application.

The information from your SIIPA Project Report will be needed in order to complete your application.

Once you have built your project in the Utah SIIPA, you will be asked to save the following three files.

- 1- Print Map of your project and save as a PDF file.
- 2- Run report and save the report as a PDF file.
- 3- Download file (zipped Geodatabase file of your project).

Email the zipped Geodatabase file to bduncan@Utah.gov

Use the upload buttons below to provide the PDF map of your project and the PDF Project Report.

Upload SIIPA Project Report

BE Knapweed-East Report_SIIPA.pdf, BE Knapweed-West Report_SIIPA.pdf

Upload SIIPA Project Map

BE Knapweed-East Map_SIIPA.jpg, BE Knapweed-West Map_SIIPA.jpg

Additional Files

Restoration Activities Information

Does your project have restoration activities?

- Yes
 No



Applicant Information

Organization Information

Please list the name of the Organization applying for these Federal funds
Box Elder County

Does your Organization have a Utah Vendor Number

What type of Organization are you (Please choose for the list below)

Political Subdivision

Project Manager Contact Information

(Project Manager) First Name
Wyatt

(Project Manager) Last Name
Freeze

(Project Manager) Mailing Address
5730 W 8800 N

(Project Manager) City
Tremonton

(Project Manager) State
Utah

(Project Manager) Zip Code
84337

(Project Manager) Telephone Number (XXX) XXX-XXXX
435-695-2580

(Project Manager) Cell Phone Number (XXX) XXX-XXXX
435-230-1556

(Project Manager) Email Address
wfreeze@boxeldercounty.org

Financial Agent Information

Please list the name of the Fiscal Organization responsible for holding the contract for this project
Box Elder County

(Fiscal Contact) First Name
Shirlene

(Fiscal Contact) Last Name
Larsen

(Fiscal Contact) Mailing Address
01 South Main

(Fiscal Contact) City
Brigham City

(Fiscal Contact) State
Utah



(Fiscal Contact) Zip Code

84302

(Fiscal Contact) Telephone (XXX) XXX-XXXX

435-734-3360

(Fiscal Contact) Cell Phone (XXX) XXX-XXXX

435-734-3360

(Fiscal Contact) Email Address

slarsen@boxeldercounty.org

Project Evaluation--Internal to UDAF

Project Management - Infested Area (Reviewer Only)

Select an item... ▼

EDRR - Weed List (Reviewer Only)

Select an item... ▼

Economic Benefit - SGMA (Reviewer Only)

Select an item... ▼

Economic Benefit - Grazing Allotment (Reviewer Only)

Select an item... ▼

Wildlife Impact - Elk (Reviewer Only)

Select an item... ▼

Wildlife Impact - Mule Deer (Reviewer Only)

Select an item... ▼

Water Ranking - Water Quality (Reviewer Only)

Select an item... ▼

Water Ranking - Water Assessment Index (Reviewer Only)

Select an item... ▼

Wildfire Section - Wildfire Risk (Reviewer Only)

Select an item... ▼

Economic Benefit - Wildland Area Index (Reviewer Only)

Select an item... ▼

Economic Benefit - Wildfire Effect (Reviewer Only)

Select an item... ▼

Project Management - Priority Focus Area (Reviewer Only)

Select an item... ▼

Quality Throughput - VS- Operational Expense

What is the QT/OE score for the project (Reviewer Only)



UDAF internal tracking number (Reviewer Only)

Ranking Committee

Cost per Acre Evaluation (Reviewer Only)

Select an item... ▾

(Reviewer Only)

In evaluating the cost per acre, there is a wide range of possibilities for each species. Please keep in mind the following items when giving a score.

1- An aerial applican is always cheaper than boom spraying. Boom spraying is always cheaper then Hand spraying. Hand spraying is always cheaper then backpack spraying. Backpack spraying is always cheaper than hand pulling.

- Some projects might require a specific type of chemical treatment due to slope, trees, powerlines, population, federal restrictions, or other factors. Your ranking should take this in account and be reflected in how your score.

2- Some species cost more to treat. Russian Olive, Tamarisk, Aurundo, Phragmites, Purple Loostrife, and Garlic Mustard will naturally have a higher cost per acre for treatment.

3- Restoration activities add as much as 40% more to a project which will dramatically impact the cost per acre. Make sure you are aware if the cost per acre includes a restoration component.

Taking all of these factors into consideration, you should give the project a cost per acre score between 0-10 with 10 being the best cost per acre for this type of project.

(Reviewer Only)

Ranking Committee

Chemical Profiles in relation to species/treatment/timing (Reviewer Only)

Select an item... ▾

(Reviewer Only)

In evaluating the dynamics of the project there are multiple ways a project manager could approach treatment and restoration. Please keep in mind the following items when giving a score.

1- Are they using the right chemical for the species they have outlined as their target species and will be utilizing public money to treat.

2- Are they applyng the chemical at the best time for the species they have identified as their target.

3- Are they applying a chemical which reduces / eliminates germination prior to a restoration activity scheduled?

Taking all of these factors in to account. Was you able to find the necessary information in their project description and activities to give the project a ranking in this category. Give the project a socre between 0-10 with 10 being the highest score for this cetegory.

(Reviewer Only)

Ranking Committee

Partnership and Matching Funds (Reviewer Only)

Select an item... ▾



(Reviewer Only)

In evaluating a score for partnership and matching funds, keep in mind that matching funds is not a requirement for funding. Please keep in mind the following items when give a score.

- 1- Do you believe the partners listed are a list of name only partners?*
- 2- Did the Project Manager list how the partners would be involved in the project? Are you convinced of these as true partnerships?*
- 3- Does the inkind and monetary contributions listed add true value to the Project? (cost per acre, management, long term monitoring)*

Taking all of these factors into account, do you believe the project manager gathered enough partners to make the cost to the public beneficial. Give the project a score between 0-10 with 10 being the highest score for this category.

(Reviewer Only)



Project Information

Project Name / Project Description / Project Location

For the project name, please provide a descriptive name which incorporates the organization, the location, and the species, the Fiscal Year in the name is preferred.

Some examples of project names would be:

Cache County Goatsrue mitigation west FY2024

Tooele County Yellow Starthistle Vernon treatment FY2024

Park City Corporation Vipers bugloss Virginia Mine restoration FY2024

Virgin City Scotch thistle Peterson property treatment FY2024

Please list the name of your Project
Box Elder Knapweed EDRR FY24

For the project location, it should include a general location of your project at a more detailed level than which County your project is in.

Example:

Project is located in Utah County at the Boy Scout camp in Payson Canyon. The Boy Scout camp is located about 8 miles up the canyon and is called Camp Maple Dell. The project incorporates the main scout camp along with known trails which lead up to the Payson lakes campground.

Please give a description of your project location

This project ranges over the entirety of Box Elder County. However, specific infestations are: South Mantua, West Corinne near the intersection of 6000 N and 4000 W, Plymouth near 21200 N, the top of Johnson Canyon, Promontory Peninsula near the end of the pavement, Curlew Flats near 38800 N and HWY 30, Clear Creek, Yost, Grouse Creek, Park Valley, and Dove Creek.

Project is located in which County. If your project covers multiple Counties hold down CTRL and make multiple selections
Box Elder

Primary and Secondary Treatment Species

The Primary and Secondary Treatment Species should be the species with the highest frequency of treatment within your project.

Please pay attention to the following details:

Your Primary and Secondary Treatment species should be relational to your *budget* and your *treatments*.

The Utah SIIPA will evaluate all species within your project area and define a ranking score from your overall project.

Defining your Primary and Secondary Treatment species helps to outline your treatment timing, chemical profile, and treatment methods.



You can review your project species specifics from your Utah SIIPA Project Report. Look under the heading "Species" to see the breakout of your project.

Please select which Species is the Primary Target for treatment in your Project area.

Russian Knapweed

Please select which Species is the Secondary Target for treatment in your Project area.

Spotted Knapweed

Primary / Secondary Treatment Species Acres

The Primary and Secondary Treatment Acres should be reflective in your total acres listed in your Utah SIIPA Report.

Please pay attention to the following details:

Your Primary and Secondary Treatment Acres should be relational to your budget and your treatments.

Your Primary and Secondary Treatment Acres should be calculated from your Project SIIPA Report.

If the Project SIIPA Report Acres is not a good representation of your project, you will need to explain why in the project description.

You can review your project species specifics from your Utah SIIPA Project Report. Look under the heading "Species" to see the breakout of your project.

Please list the Primary Treatment Species Acres From SIIPA Report. You can find this under the section called "Species" and find your species in the table.

201

Please list the Secondary Target Species Acres From SIIPA Report. You can find this under the section called "Species" and find your species in the table.

156

Please list all other Species of concern within your Project area.

Namely squarrose knapweed and diffuse knapweed, but also hoary cress, houndstongue, musk thistle, canada thistle, and dyers woad.

Project Description

Please provide a detailed description of your proposed Project .

Please pay attention to the following details:

Your description should include any history of the project area if necessary.

If your budget does not match (Acres, Species) listed in your SIIPA project report, you will need to explain why in your description.

If your project includes a restoration activity that will disturb soil, identify it in your description and how many acres.

If your project is not being monitored by UDAF explain how you will measure your performance on this project.



Project Description

Historically we have applied for funding to treat knapweed infestations only in the western part of Box Elder County. That has taken place for 4+ years. Now those infestations have diminished to the point that we feel we can work towards eradication. All knapweed species in Box Elder County are considered EDRR noxious weeds to our department. More resources will be allocated to russian and spotted knapweed because there is a higher number of acres found of each of them, but squarrose and diffuse knapweed infestations will also be a priority due to their smaller number of infested acreage and corresponding higher chance of eradication.

As a consequence of these historical infestations decreasing in size, we have broadened this project's scope to the landscape scale. This will allow us to coordinate more efficiently with landowners affected by knapweed infestations and plan our project in such a way that we can work towards eradication of all knapweed species in our county.

The success of this project has 4 major benefits. First, by removing knapweed infestations from the landscape, we are able to improve the economic value of the affected areas. Property value not only increases, but is also able to produce more forage for livestock and/or a higher quality feed for market. Second, the removal of knapweed species increases the forage available to wildlife. Because knapweed species are exotic, they provide little forage value. They also crowd out native species the wildlife depends on for their nutritional needs. Third, some species of knapweed can be dangerous to livestock and humans. Russian Knapweed can cause chewing disease, and there are some reports that Spotted Knapweed can cause irritation to human skin when handled with bare hands. Finally, by removing exotic knapweed species, we are able to allow native species to flourish and increase biodiversity.

The Box Elder County Weed Department will use the requested funding to finance the labor and herbicide to treat all infestations of knapweed throughout our county. The majority of treatment will occur through the use of a UTV equipped with a 55 gallon spray system. This spray system allows us to both spot and broadcast treat the designated infestations. This flexibility in mode of applications allows us to hone our treatment of primary and secondary weeds and avoid the damage of desirable species. Certain infestations that are not accessible by UTV will be treated with a 4-gallon backpack sprayer.

We are proud of the willingness of Box Elder County citizens to control their weeds. Once educated, most landowners are more than willing to treat their infestations on their own. The bottleneck in this process has become the price of herbicide. To solve both the lack of education and the cost of herbicide, we created our Landowner Participation Program. This program allows us to incentivize landowners to come in and meet with us so that we can educate them about noxious weeds. Then those landowners are provided with small amounts of herbicide to treat their infestations. This provides us with yet another opportunity to educate them, but this time on safe and effective application of herbicide. We hold three education days in more remote communities in the springtime to increase stakeholders access to this program. Oftentimes these education events produce the best participation to the program. It is important to note that we record all the herbicide provided to landowners, as well as how many acres that herbicide will treat so that we can incorporate that acreage into our grant application and report.

Our county ArcGIS system shows a map of the infested areas treated in past years, as well as the general locations to be monitored/retreated and searched for new infestations. Within the system we are able to show infested acres (along with pictures) so that we can see our progress from year to year. We will also continue to monitor our photo points on EDDMaps as a substitute to UDAF monitoring. These photo points are excellent at providing a visual representation of the projects success. At least three cover class transects are planned to be created in various knapweed infestations throughout the project area so that we can have quantitative data to track success.

The long range plan will be evaluated and revised each year as the Weed Department continues to work with affected land owners and government agencies to find, treat, and control these target weeds. Once we have implemented our transects, we will be able to provide a more quantifiable goal. Right now, our end goal of the project is to reduce the populations enough that the landowners can complete the treatments themselves, and won't need ISM funding to continue working towards eradication. We believe that landowners being educated enough to complete treatment on their own creates a more sustainable method of long-term weed control.

Biological Control Treatment

Will you be releasing any biological control as part of your project

- Yes
- No

Please list the name of the biological control species you will be releasing

- Knapweed Seed Head Weevil, *Larinus minutus*
- Spotted Root Weevil, *Cyphocleonus achates*
- Russian Knapweed Gall wasp, *Aulocidea acroptilonica*



Please enter the total number of biological control agents released
2280

Herbicide Treatment

Does your project include Herbicide Treatments

- Yes
 No

Please list the total amount of acres that will be treated
700

Revegetation / Restoration

Does your project include revegetation or restoration activities

- Yes
 No

Monitoring / Photo Documentation

Will your project include monitoring or photo documentation

- Yes
 No

Please list the monitoring or photo documentation methods

We will use the photo project method on EDDMaps as our main monitoring method, as well as cover class transects.

Project Inventory

Will you be inventorying lands outside your defined project area

- Yes
 No

Please list the total acres you will be inventorying as part of this project
100

Outreach / Education

Does your project include any Outreach or Education activities

- Yes
 No

Please describe the activities

Several day-long Landowner Education Days are held in the spring. This is a time when local citizens can come to meet with us and discuss their weed problems one-on-one. We provide small amounts of herbicide as an incentive to increase participation.

What is the total dollar amount allocated for Outreach / Education
\$0.00

What is the estimated reach (per person) of your Outreach / Education
100



Project Land Ownership and Partners

Land Ownership

Please list all land ownership acres.

You will find the acres broken out into land ownership in the SIIPA report under the section called "Acreage Report".

Please list all Federal Land (Acres) From SIIPA Report.

3

Please list all Private Land (Acres) From SIIPA Report.

787

Please list all State Land (Acres) From SIIPA Report.

211

Primary Treatment Species Acres

Please list the acres for each land ownership for your Primary Treatment Species.

You will find the acres broken out into land ownership in the SIIPA report under the section called "Species".

Primary Treatment Species Acres (Federal Land) From SIIPA Report.

0

Primary Treatment Species Acres (Private Land) From SIIPA Report.

181

Primary Treatment Species Acres (State Land) From SIIPA Report.

20

Secondary Treatment Species Acres

Please list the acres for each land ownership for your Secondary Treatment Species.

You will find the acres broken out into land ownership in the SIIPA report under the section called "Species".

Secondary Treatment Species Acres (Federal Land) From SIIPA Report.

3

Secondary Treatment Species Acres (Private Land) From SIIPA Report.

151

Secondary Treatment Species Acres (State Land) from SIIPA Report.

2

Project Partner In-Kind Contributions

Does your project include Partner In-Kind matching contributions

Yes

No



Does your project include In-Kind contributions from the Private sector

- Yes
- No

Please list Private Partners contributing In-Kind match to this project

Cody Kimber, Tom Hansen, Glen Koelling, Shawn Nicholas, Lavar Webb, Ken Spackman, Shorty Williams, heather Walker, Lance Westmoreland, Jay Carter, Stan Spencer, Sara Vanmeter, Mitch Sandall, Glen Tingey, Guy Montgomery, Sherm Richins, Steve Eddington, Royce Larsen, Tom Kunzler, Lynn Palmer, Blaine Carter, Quirt Pugsley, Guy Jones, Bryan Morris, Waybe Pugsley, Jed Heaton, Madison Tanner, Blaine Tanner, Kyle Tanner, Joann Kimber, Coldwater Ranch, the Hereford Livestock Association, and John Young.

Please list the Total In-Kind amount from Private Partners

\$29,000.00

Does your project include In-Kind contributions from State and local Government

- Yes
- No

Please list State and local Government Partners contributing In-Kind to this project

Cache County Weed Department, Grazing Improvement Program, and SITLA

Please list the Total In-Kind amount from State and local Government Partners

\$1,800.00

Please list the dollar amount of the Total In-Kind Contributions for the Project

\$38,000.00

Project Partner Monetary Contributions

Does your project include Partner Monetary matching contributions

- Yes
- No



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
Labor	\$4,000.00	\$4,000.00
Subtotal	\$4,000.00	\$4,000.00
Supplies		
Biocontrol Agents	\$1,250.00	\$1,250.00
Subtotal	\$1,250.00	\$1,250.00
Chemicals		
Herbicide	\$8,000.00	\$8,000.00
Subtotal	\$8,000.00	\$8,000.00
Indirect		
Administration	\$1,000.00	\$1,000.00
Subtotal	\$1,000.00	\$1,000.00
Total Proposed Cost	\$14,250.00	\$14,250.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$14,250.00	\$14,250.00
Subtotal	\$14,250.00	\$14,250.00
Total Proposed Revenue	\$14,250.00	\$14,250.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Please list the total dollar amount of labor you are asking from the ISM program. Your labor can include: Private Land Owner County Employee Seasonal labor with County, Federal, Municipalities, and University.



Labor

Total cost of labor for county employees to complete project.

Supplies

Please list the total dollar amount of Supplies you are asking from the ISM program. An Example of Approved Items would include: Safety gloves, eye protection, hearing protection, first aid. Backpack and hand sprayers for remote locations. Various hand tools including shovels, rakes, and hammers. Tools needed for Monitoring. Tools needed for Mapping including gps units and tablets. Tools needed for documentation including camera, GoPro, etc. GIS cost associated with mapping. Printing, layout. Archaeological clearance, PLSS clearance with Project County. Purchase of Biological agents, material for collection. Education material such as signs, field guides, and other educational material

Biocontrol Agents

Cost to purchase 5 releases of *Larinus minutus* and 5 releases of *Cyphocleonus achates*

Chemicals

Please list the total dollar amount of Herbicide, Surfactant, and Fertilizer you are asking from the ISM program.

Herbicide

Total cost of herbicide to treat the infested acreage we have planned to treat.

Indirect

Please list the total dollar amount you will be requesting from the ISM program for administration of your project. (Your administration cost cannot exceed a total of 10% of your total project budget) Any grant application with a higher administration cost of 10% will not be accepted.

Administration

Total cost of county employee(s) to administer the grant.



Performance Plan

Proposed Performance Plan

Chemical Treatment

Goal Name	Goal Type	Goal Details
Fall Herbicide Treatment	Numeric	Number to be Achieved 500
Summer Herbicide Treatment	Numeric	Number to be Achieved 200

Bio Control

Goal Name	Goal Type	Goal Details
Biocontrol Release #1	Numeric	Number to be Achieved 1,000
Biocontrol Release #2	Numeric	Number to be Achieved 500
Russian Knapweed Insectary	Numeric	Number to be Achieved 640

Invasive Species Mapping

Goal Name	Goal Type	Goal Details
Mapping	Numeric	Number to be Achieved 1,000

Monitoring / Documentation

Goal Name	Goal Type	Goal Details
Transects	Numeric	Number to be Achieved 3
EDDMaps Photo Projects	Numeric	Number to be Achieved 3

Education / Outreach



Goal Name	Goal Type	Goal Details
Park Valley Education Event	Numeric	Number to be Achieved 50
Grouse Creek Education Event	Numeric	Number to be Achieved 40
Yost Education Event	Numeric	Number to be Achieved 10

Proposed Performance Narrative

Chemical Treatment

Please define your treatment plan. You should include the following information: -Acres treated under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -What application type will be used (Aerial, boom, spot etc.)

Fall Herbicide Treatment

Squarrose, spotted, and diffuse knapweed infestations will be treated in fall 2023 with a UTV-mounted spray system.

Summer Herbicide Treatment

We will treat all known russian knapweed infestation in July 2023 when the plants are actively growing. We used to spray them in the fall, but had limited success. Due to further research, we have decided to try spraying during the summer instead.

Bio Control

Please define your release plan. You should include the following information: -Number of Insects being released under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -List the species of Insects you will be releasing

Biocontrol Release #1

To increase the number of populations that receive biocontrol releases, we have decided to purchase 10 releases. These will be placed in July to August 2023.

Biocontrol Release #2

We will attend a biocontrol collection event in July 2023 near Silver City where we hope to receive at least 500 agents. These will be released within 1-2 days of collection.

Russian Knapweed Insectary

We will attend a collection day in August 2023 for Aulacidia acroptolonica in Davis County where we hope to receive 4 releases. These will be placed within an insectary that will be established in Park Valley.

Invasive Species Mapping

Please define your Mapping plan. You should include the following information: -Number of Acres you will Mapping under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity



happen) -List the target species you will be mapping for this activity

Mapping

All known russian, spotted, diffuse, and squarrose knapweed infestations will be re-mapped throughout the months of July to October 2023 as they are treated.

Monitoring / Documentation

Please define your Monitoring plan. You should include the following information: -Number of Transects you will place under this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -List the target species you will be Monitoring for this activity

Transects

Three different transects will be placed in the month of July 2023 on various knapweed infestations throughout the project area; one on russian knapweed, one on diffuse knapweed, and one on spotted knapweed. They will be monitored after treatment in October or November 2023.

EDDMaps Photo Projects

We will utilize the photo project function within EDDMaps to provide a visual representation of our projects success. We have established 3 so far.

Education / Outreach

Please define your Education / Outreach plan. You should include the following information: -Total people impacted from this activity (Type this in "Number to be Achieved") -Projected timing of this activity (which month will this activity happen) -How this will be accomplished (meeting, brochures, flyers, webinar, etc)

Park Valley Education Event

We will hold this landowner education event in April 2024 in Park Valley, Utah. At this event, participating landowners will be educated on knapweed and supplied with small amounts of herbicide to aid in the treatment of their infestations.

Grouse Creek Education Event

We will hold this landowner education event in April 2024 in Grouse Creek, Utah. At this event, participating landowners will be educated on knapweed and supplied with small amounts of herbicide to aid in the treatment of their infestations.

Yost Education Event

We will hold this landowner education event in April 2024 in Yost, Utah. At this event, participating landowners will be educated on knapweed and supplied with small amounts of herbicide to aid in the treatment of their infestations.