

**MINUTES
BOX ELDER COUNTY COMMISSION
JUNE 19, 2024**

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 11:15 a.m. on **June 19, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	Commissioner via telephone
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 11:22 a.m.

The regular session was called to order by Chairman Perry at 11:30 a.m. with the following members present, constituting a quorum:

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

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Community Development Director Scott Lyons.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF MAY 15, 2024 AND MAY 29, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Chairman Perry said it is great to hold a meeting on Juneteenth to acknowledge and celebrate the Emancipation Proclamation. He gave a brief history of how it took two years to get the word out about the Emancipation Proclamation and why we celebrate the abolishment of slavery on this day.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Chairman Perry read a letter nominating Faylene Jensen of the Recorder's Office as Employee of the Month. He acknowledged her for handling calls and problems in a kind way. She is helpful and friendly and goes above and beyond in her service to the public.

The Commissioners presented Faylene Jensen with a certificate.

EMERGENCY MANAGEMENT ISSUES

Updated Succession of Authority Document-Mark Millett

Emergency Manager Mark Millett explained annually they sign an updated Succession of Authority to send to the state.

MOTION: Commissioner Summers made a motion to approve the updated Succession of Authority document. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

Update to Ordinance #267-Mark Millet

Emergency Manager Mark Millett stated they are still working on the ordinance.

MOTION: Commissioner Bingham made a motion to table Ordinance #267. The motion was seconded by Commissioner Summers and the item was tabled.

ASSESSOR'S OFFICE

Eagle View Contract #24-23-Rod Bennett

Assessor Rodney Bennett explained Contract #24-23 is a renewal contract for Pictometry. He stated they have negotiated more area to be covered for about the same price. He reported it is used everyday and gives different views of the properties.

MOTION: Commissioner Bingham made a motion to approve Contract #24-23. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 2 - CONTRACT #24-23

AUDITOR'S OFFICE

De-obligate Funds From Restroom Project Change and Re-obligate \$118,755 for Asphalt Project at Fairgrounds-Shirlene Larsen

Auditor Shirlene Larsen discussed the total of all obligated projects. She explained that because of the changes in the plan for the fairgrounds restroom project they need to de-obligate some funds and obligate the funds for maintenance and safety at the fairgrounds. She reported the Recorders project and the Fire services project is complete.

MOTION: Commissioner Bingham made a motion to de-obligate ARPA funds in the amount of \$335,446.75 from the Fairgrounds Restroom Project and obligate \$118,755.00 for an asphalt project at the fairgrounds. The motion was seconded by Chairman Perry and the motion passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

Fairgrounds Manager Jan Rhodes explained to the Commission maintenance and safety needs at the fairgrounds.

MOTION: Commissioner Bingham made a motion to obligate \$216,691.75 of ARPA funds for maintenance and safety for fair projects. The motion was seconded by Chairman Perry. The motion passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

COMMISSIONERS

Proclamation Honoring Roger Jones, Director of BRAG-Commissioners

Chairman Perry stated Roger Jones has been the director of BRAG (Bear River Association of Governments) servicing the tri-counties for fifty-one years. He said Roger is retiring and a retirement celebration is being held. He read a proclamation honoring Roger Jones for his dedicated service.

MOTION: Commissioner Bingham made a motion to approve the Proclamation honoring Roger Jones. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 3 - Proclamation

Ratification of Approval for Consensus Funding for Behavior Health with BRHD and BRMH Chairman Perry

Chairman Perry explained Bear River Health Department and Bear River Mental Health were able to procure some funding through the state and the paperwork needed to be completed before June 1, 2024. The county would need to contribute to the funding in the approximate amount of \$9,000. He suggested the Commission ratify the funding.

MOTION: Commissioner Summers made a motion to approve and ratify the Consensus Funding for Behavioral Health. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

COMMUNITY DEVELOPMENT

Resolution #24-06 Not to Charge Impact Fees on Moderate Income Housing-Scott Lyons

Community Development Director Scott Lyons stated code requires counties to have a Moderate Income Housing Plan. The county is required to send a report to the state listing the strategies the county is working toward. He explained Resolution #24-06 resolves not to charge impact fees on moderate income housing. He said they will continue to pass a resolution on an annual basis.

MOTION: Commissioner Summers made a motion to approve Resolution #24-06. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 4 - Resolution #24-06

Resolution #24-07 No Impact Fees on Accessory Dwelling Unit-Scott Lyons

Community Development Director Scott Lyons stated Resolution #24-07 resolves to not charge impact fees on accessory dwelling units.

MOTION: Commissioner Bingham made a motion to approve Resolution #24-07. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 - Resolution #24-07

Resolution #24-08 Community Development Fee Schedule-Scott Lyons

Community Development Director Scott Lyons explained they put out an RFP for a fee study for services, as fees have not changed in many years. Planning Outpost was awarded the bid and proceeded with the study. As they were reviewing the fees and services, a study of the business license fees for the Clerk's office was included. Mr. Lyons introduced Fred Turnier and Valerie Clawson from Planning Outpost.

Fred Turnier gave a presentation showing the project background including fee structures. He stated fees haven't been updated for fifteen plus years. He stated the revenue for the fees and

licensing does not cover the costs of reviews and services. He gave a proposal of a new fee structure.

MOTION: Commissioner Bingham made a motion to approve Resolution #24-08. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 6 - Resolution #24-08

FAIRGROUNDS

Fairground Improvements to Vendor Area-Jan Rhodes

Fairgrounds Manager Jan Rhodes explained some of the projects needing to be done at the fairgrounds. She explained there is asphalt for the vendor area, some safety issues, and a few improvements to the Lyons stand.

WEED DEPARTMENT

Grant Agreement #24-24 Knapweed Mitigation-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Grant Agreement #24-24 is a grant to help eradicate Knapweed. He said the grant is for \$16,300.00.

MOTION: Commissioner Bingham made a motion to approve Agreement #24-24. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 7 - Agreement #24-24

Grant Agreement #24-25 for Rush Skeletonweed Mitigation-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Grant Agreement #24-25 is with UDAF in the amount of \$70,500.00 for the eradication of Rush Skeleton Weed.

MOTION: Commissioner Summers made a motion to approve Agreement #24-25. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 8 - Agreement #24-25

RECORDER'S OFFICE

Monument Replacement and Restoration Grant Contract #24-22-Chad Montgomery

Recorder Chad Montgomery explained Contract #24-22 is to replace and revitalize section corners. He said he had a company contact him that wanted to apply for this grant on behalf of the county. He explained the process and stated the grant is for \$28,230.00. He said there is a specific set of deliverables and is similar to grants they have received in the past.

MOTION: Commissioner Bingham made a motion to approve Contract #24-22. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 9 - Agreement #24-22

ROAD DEPARTMENT

Water Purchase Agreement #24-26 with Wayne Holland-Darin McFarland

Road Supervisor Darin McFarland explained Agreement #24-26 is with Wayne Holland to be able to purchase water out west near Yost for road projects.

MOTION: Commissioner Bingham made a motion to approve the Water Purchase Agreement #24-26 with Wayne Holland. The motion was seconded by Chairman Perry. The motion passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 10 - Agreement #24-26

Water Purchase Agreement #24-27 with Bill Kimber-Darin McFarland

Road Supervisor Darin McFarland explained Agreement #24-27 is similar to the previous agreement but is in Grouse Creek. The agreement is with Bill Kimber. The county will pay for the cost of maintenance on the pump and electricity.

MOTION: Commissioner Bingham made a motion to approve Agreement #24-27. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 11 - Agreement #24-27

Commissioner Summers was excused for the remainder of the meeting.

HUMAN RESOURCES

Public Hearing - Salary Increases for Executive County Officers-Shirlene Larsen

Auditor Shirlene Larsen explained due to some changes in the state retirement system there is a need to allow a temporary salary adjustment for those that are in an executive position and on the hybrid retirement system. She said it affects the Chief Deputy Auditor and Chief Deputy Attorney. The county is not allowed to make a contribution, but they can add a temporary compensation to help with the cost.

Chairman Perry opened the public hearing.

There was no public comment.

MOTION: Commissioner Bingham made a motion to close the public hearing. The motion was seconded by Chairman Perry and the hearing was closed.

Salary Increases for Executive County Officers-Shirlene Larsen

Auditor Shirlene Larsen stated the Commission will need to approve the temporary salary increase for offices discussed previously.

MOTION: Commissioner Bingham made a motion to approve the temporary salary increases for Executive County Officers. The motion was seconded by Chairman Perry and passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers being absent.

Temporary Salary Enhancement for Eligible Public Employees-Shirlene Larsen

Diane Black of Human Resources explained there has been a change in the Tier 2 Hybrid Retirement System. She stated that state statute does not allow the county to contribute for the employee but may provide a salary enhancement as additional compensation for the remainder of the 2024 budget.

MOTION: Commissioner Bingham made a motion to approve the Temporary Salary Enhancement for eligible employees. The motion was seconded by Chairman Perry and passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers being absent.

PUBLIC COMMENT

Chairman Perry reviewed the guidelines for the Public Comment Period.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty opposes mass mail-in voting. She feels deceased citizens are receiving ballots. She gave an example of her Father in Law. She said she feels this is happening all over the state and country since by mail was implemented. She said the county should go back to in person voting and by mail should be upon request. She stated that voting by mail takes away her right to a secret ballot.

Fred Hayes of Bear River City said he writes about elections on an online platform called Substack. He said it is the proper duty of the Commission to evaluate the work of the elections group as presented by the County Clerk since they are the Board of Elections and run the canvass. He stated Box Elder County has, for all election certificates on file, violated the spirit and the letter of the accuracy statement. He stated that the people will not tolerate more blatant

violations. He stated the canvass should be properly worded and they should not just sign a statement that they cannot prove.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 123887 through 123902 in the amount of \$395,814.50 with voided claim numbers 123636, 123186, 123784 and 123829 through 123886 in the amount of \$975,934.65 with voided claim number 123816, and claim numbers 123903 through 123912 and 123992 through 124007 in the amount of \$1,594,758.38 with voided claim numbers 123728 and 123797.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
JORGENSEN, KAYDEN	4220 FIRE MARSHAL	NEW HIRE	05/20/2024
PHELPS, LLOYD	4220 FIRE MARSHAL	NEW HIRE	05/20/2024
MILLER, BRODY	4256 WEED	NEW HIRE	06/06/2024
RAMIREZ, RICHARD	4414 ROAD	NEW HIRE	06/10/2024
MABUS, DEBRA	4236 COURT SECURITY	SEPARATION	06/14/2024
BIERER, LYNZIE	4170 CLERK	NEW HIRE	06/19/2024
MILLER, BRODY	4256 WEED	CELL PHONE ALLOWANCE	06/06/2024
GOMEZ, PAULA	4235 CORRECTIONS	SEPARATION	06/13/2024
WEAVER, SHANE	4145 ATTORNEY	SEPARATION	06/14/2024
HANS, SEIG	4144 ROADS	WAGE INCREASE	06/04/2024
CLUFF, MICHELLE	4148 VICTIM ADVOCATE	WAGE INCREASE	05/06/2024
LLUCH, ELOISA	4232 SUPPORT SERVICE	WAGE INCREASE	06/30/2024
HACKMAN, JACOB	4220 FIRE MARSHAL	SEPARATION	05/09/2024
DAY, JOANN	4162 FAIRGROUNDS	VOLUNTEER	06/12/2024
NEWLAND, JULIE	4162 FAIRGROUNDS	VOLUNTEER	06/12/2024
CARTER, JAY	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
ROSE, BRENT	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
ROSE, JANET	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
CARTER, HOLLY	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
WILDE, JERRY DEE	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
WILDE, CAROL	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
ALLRED, GERI	4162 FAIRGROUNDS	VOLUNTEER	05/30/2024
MACKLEY, JOSHUA	BE FIRE	VOLUNTEER	06/05/2024
ELIASON, BRAYDEN	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
ALDER, ABBIE	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
MORGAN, CARSON	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
SMITH, DAVID	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
SMITH, TRUDY	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
BOOTH, HAYDEN	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
BOOTH, STETSON	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
PUGSLEY, JED	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
O'HARE ORLANDO	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
PUGSLEY, CAMILLE	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024

SMITH, GARRETT	FIRE – SNOWVILLE	VOLUNTEER	06/13/2024
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CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation.

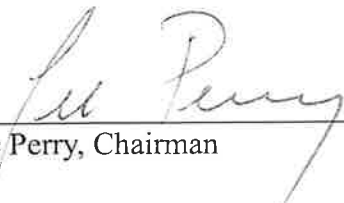
MOTION: At 12:35 p.m. a motion was made by Commissioner Bingham to move into a closed session. The motion was seconded by Chairman Perry and unanimously carried.

MOTION: At 12:51 p.m. a motion was made by Commissioner Bingham to reconvene into regular commission meeting. Chairman Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Chairman Perry seconded the motion, and the meeting adjourned at 12:52 p.m.

ADOPTED AND APPROVED in regular session this 9th day of July 2024.



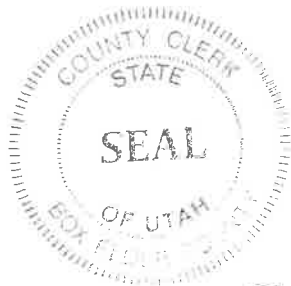
Lee Perry, Chairman




Boyd Bingham, Commissioner



Stan Summers, Commissioner



ATTEST:



Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, June 19, 2024 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday June 19, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

2. CALL TO ORDER 11:30 A.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: Community Development Director Scott Lyons
- C. Approve Minutes From May 15, 2024 and May 29, 2024

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. ARPA/LATCF

6. BOX ELDER COUNTY EMPLOYEE RECOGNITION

7. EMERGENCY MANAGEMENT ISSUES

- A. 11:40 Updated Succession of Authority Document-Mark Millett
- B. 11:42 Update to Ordinance #267-Mark Millet

8. ASSESSOR'S OFFICE

- A. 11:44 Eagle View Contract #24-23-Rod Bennett

9. AUDITOR'S OFFICE

- A. 11:46 De-obligate Funds From Restroom Project Change and Re-obligate \$118,755 for Asphalt Project at Fairgrounds-Shirlene Larsen

10. COMMISSIONERS

- A. 11:48 Proclamation Honoring Roger Jones, Director of BRAG-Commissioners
- B. 11:50 Ratification of Approval for Consensus Funding for Behavior Health with BRHD and BRMH Chairman Perry

11. COMMUNITY DEVELOPMENT

- A. 11:52 Resolution #24-06 Not to Charge Impact Fees on Moderate Income Housing-Scott Lyons
- B. 11:54 Resolution #24-07 No Impact Fees on Accessory Dwelling Unit-Scott Lyons
- C. 11:56 Resolution #24-08 Community Development Fee Schedule-Scott Lyons

12. FAIRGROUNDS

- A. 11:58 Fairground Improvements to Vendor Area-Jan Rhodes

13. WEED DEPARTMENT

- A. 12:01 Grant Agreement #24-24 Knapweed Mitigation-Wyatt Freeze
- B. 12:05 Grant Agreement #24-25 for Rush Skeletonweed Mitigation-Wyatt Freeze

14. RECORDER'S OFFICE

- A. 12:07 Monument Replacement and Restoration Grant Contract #24-22-Chad Montgomery

15. ROAD DEPARTMENT

- A. 12:09 Water Purchase Agreement #24-26 with Wayne Holland-Darin McFarland
- B. 12:11 Water Purchase Agreement #24-27 with Bill Kimber-Darin McFarland

16. HUMAN RESOURCES

- A. 12:13 Public Hearing - Salary Increases for Executive County Officers-Shirlene Larsen
- B. 12:23 Salary Increases for Executive County Officers-Shirlene Larsen
- C. 12:25 Temporary Salary Enhancement for Eligible Public Employees-Shirlene Larsen

17. PUBLIC COMMENT (No action will be taken at this time)

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

18. WARRANT REGISTER

19. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

20. CLOSED SESSION

21. ADJOURNMENT

Prepared and posted this 14th day of June, 2024. Mailed to the Box Elder News Journal and the Leader on the 14th of June, 2024. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.

A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being the most prominent part.

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.



CUSTOMER NAME: Box Elder County, UT
 Attn: Rodney Bennett
 CUSTOMER ADDRESS: 1 South Main St
 Brigham City, Utah 84302
 CUSTOMER PHONE: (435) 734-3337
 CUSTOMER E-MAIL: rbennett@boxeldercounty.org

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.



1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. **“Products and Services”** means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. **Access to the Products and Services.** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and



Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION



4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter (“Term”). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days’ written notice to Customer. In the event of suspension due to Customer’s material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party’s Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party’s Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer’s sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.



6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND



CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of



the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView’s privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView’s website (www.eagleview.com) or e-mailed to the Customer’s Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

Customer
By: _____
Name: _____
Title: _____
Date: _____

Pictometry International Corp. dba EagleView
By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

Order Form Effective Date: _____

Associated Agreement Effective Date: _____

Order Form Term (Duration): Six Years

ORDER #
LC-10007003

BILL TO
Box Elder County, UT
Rodney Bennett
1 South Main St
Brigham City, Utah 84302
(435) 734-3337
rbennett@boxeldercounty.org

SHIP TO
Box Elder County, UT
Rodney Bennett
1 South Main St
Brigham City, Utah 84302
(435) 734-3337
rbennett@boxeldercounty.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1207029	Jason Brown	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
321	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 2-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.



1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
6	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due January 31st, 2025	\$39,981.53
Due January 31st, 2026	\$39,981.52
Due January 31st, 2027	\$39,981.53
Due January 31st, 2028	\$39,981.52
Due January 31st, 2029	\$39,981.53
Due January 31st, 2030	\$39,981.52

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

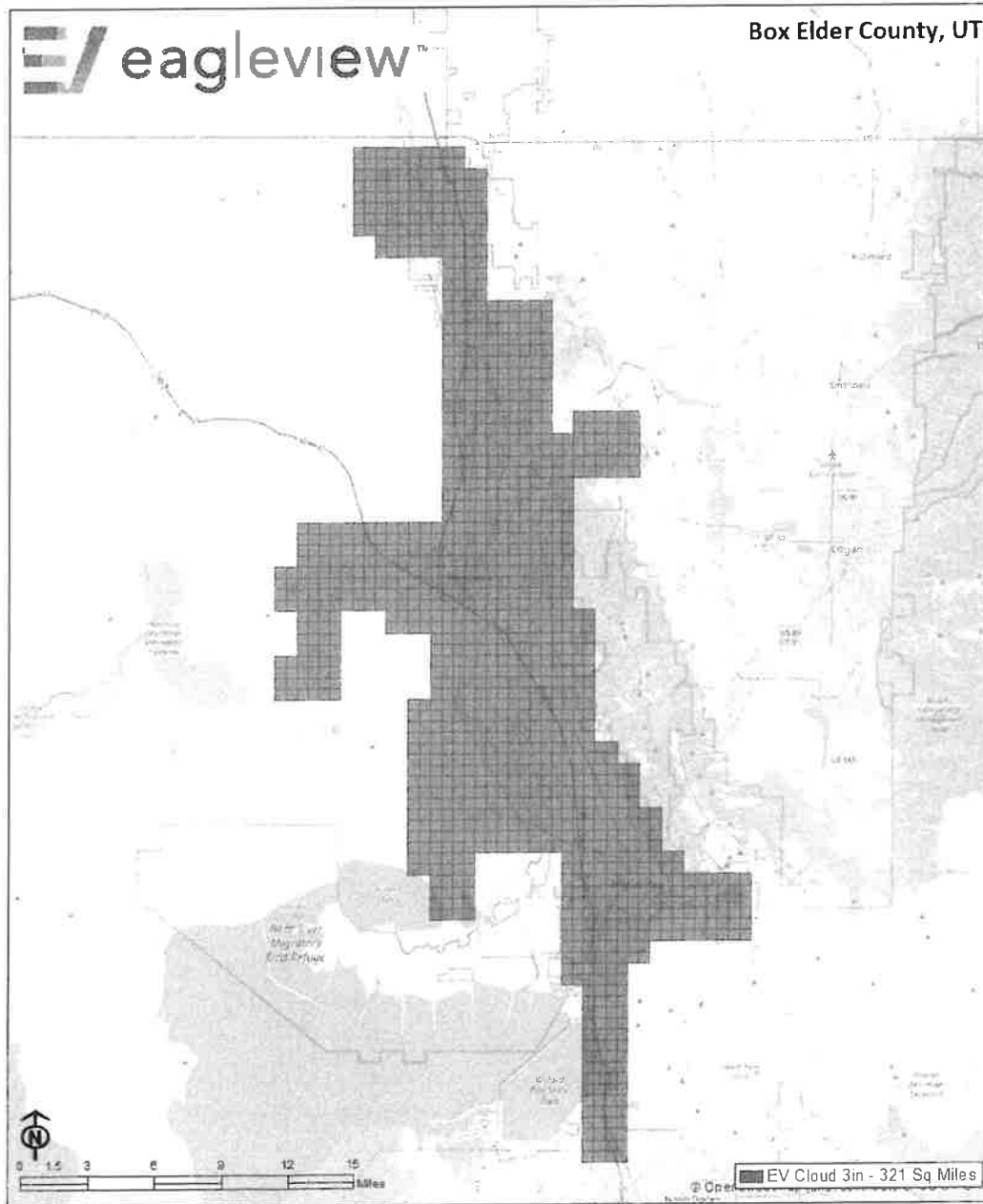
If listed in this Order Form, Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODBL) openstreetmap.org/copyright

[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Pictometry International Corp. dba EagleView

By: _____

Name: _____

Title: _____

Date: _____



CUSTOMER NAME: Box Elder County, UT
 Attn: Rodney Bennett
 CUSTOMER ADDRESS: 1 South Main St
 Brigham City, Utah 84302
 CUSTOMER PHONE: (435) 734-3337
 CUSTOMER E-MAIL: rbennett@boxeldercounty.org

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “Account”** means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.
- 1.2. “Activation”** means the point in time when Customer has access to an Account and the Products and Services are available to Customer.
- 1.3. “Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- 1.4. “Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. “Documentation”** means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.
- 1.6. “Fee”** means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.



1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and



Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION



4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter (“Term”). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days’ written notice to Customer. In the event of suspension due to Customer’s material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party’s Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party’s Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer’s sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.



6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND



CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of



the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

Customer
By: Lee Perry
Name: Lee Perry
Title: Commission Chair
Date: 6/19/2024

Pictometry International Corp. dba EagleView
By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

Order Form Effective Date: _____

Associated Agreement Effective Date: _____

Order Form Term (Duration): Six Years

ORDER #
LC-10007003

BILL TO
Box Elder County, UT
Rodney Bennett
1 South Main St
Brigham City, Utah 84302
(435) 734-3337
rbennett@boxeldercounty.org

SHIP TO
Box Elder County, UT
Rodney Bennett
1 South Main St
Brigham City, Utah 84302
(435) 734-3337
rbennett@boxeldercounty.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1207029	Jason Brown	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
321	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 2-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.



1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
6	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due January 31st, 2025	\$39,981.53
Due January 31st, 2026	\$39,981.52
Due January 31st, 2027	\$39,981.53
Due January 31st, 2028	\$39,981.52
Due January 31st, 2029	\$39,981.53
Due January 31st, 2030	\$39,981.52

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

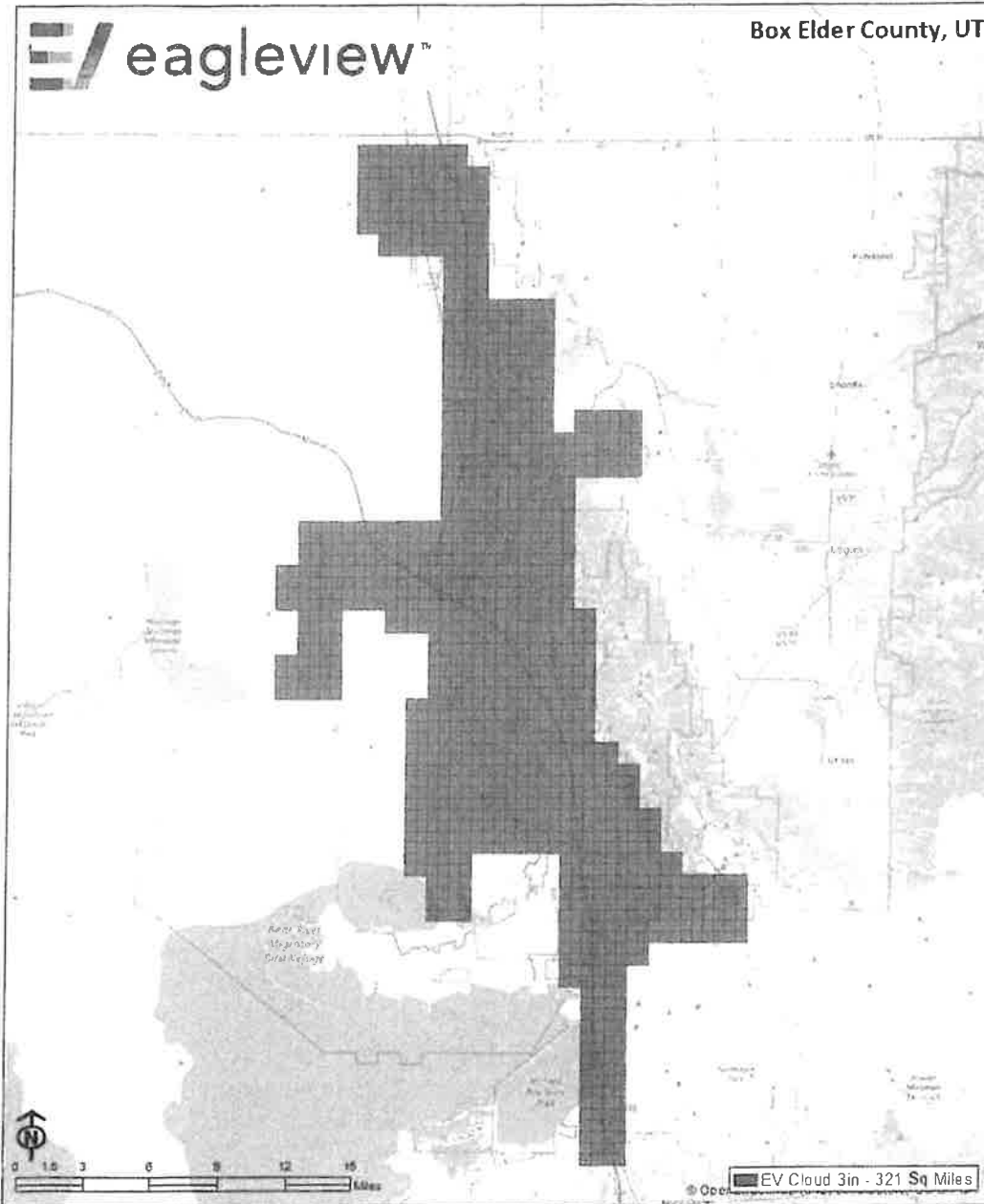
If listed in this Order Form, Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL), openstreetmap.org/copyright

[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

Customer

By: Lee Perry

Name: Lee Perry

Title: Commission Chair

Date: 6/19/2024

Pictometry International Corp. dba EagleView

By: _____

Name: _____

Title: _____

Date: _____

**PROCLAMATION OF THE BOX ELDER COUNTY
COMMISSION PROCLAIMING APPRECIATION TO
BEAR RIVER ASSOCIATION OF GOVERNMENTS
DIRECTOR ROGER JONES**

WHEREAS; Roger Jones, Director of Bear River Association of Governments, has been an integral and important part of the growth and development of the tri-county area including Box Elder County.

WHEREAS; Roger Jones along with BRAG's objective is to serve as a multi-purpose organization, utilizing the combined total resources, and to provide a more effective means for planning and development of the physical, economic, and human resources of the region.

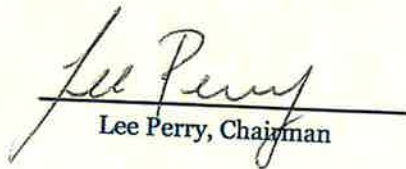
WHEREAS; Roger Jones, with these objectives has contributed extensively to the development of the past, present, and future within the Box Elder County and tri-county areas.

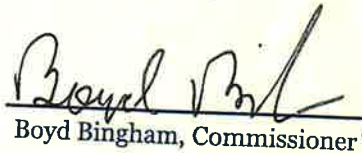
WHEREAS; it is fitting that Box Elder County recognize the accomplishments of Roger Jones for 51 years

NOW, THEREFORE, BE IT PROCLAIMED the Box Elder County Commissioners recognize Roger Jones and extend appreciation for his many years of dedicated service to our community.

BE IT FURTHER PROCLAIMED that the citizens of Box Elder County acknowledge and value the commitment and work of Roger Jones to increase the quality of life within Box Elder County communities.

PASSED AND ADOPTED this 19th day of June, 2024


Lee Perry, Chairman


Boyd Bingham, Commissioner


Stan Summers, Commissioner

ATTEST: 
Marla Young, County Clerk



**BOX ELDER COUNTY
RESOLUTION 24-06**

MODERATE INCOME HOUSING REPORT

A RESOLUTION OF BOX ELDER COUNTY, UTAH, FOR COMMITTING TO NOT CHARGE IMPACT FEES RELATED TO MODERATE INCOME HOUSING.

WHEREAS, Utah Code Annotated Section 17-27a-408 requires Box Elder County (hereafter "County") to submit an annual "Moderate Income Housing Report" (hereafter "Report") to the Housing and Community Development Division with the Department of Workforce Services;

WHEREAS, Utah Code Annotated Section 17-27a-403 mandates that Box Elder County choose from a list of strategies to enhance moderate income housing. In Resolution 23-01, Box Elder County has decided, as a strategy, to reduce, waive, or eliminate impact fees associated with moderate income housing by committing to not charging these fees.

WHEREAS, the County has prepared and will submit its annual Report and now desires to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Box Elder County, Utah, that the County is committed to not charge impact fees, for the period of one year, related to moderate income housing. This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the County Commission on this 19th day of June, 2024.



Lee Perry, Chairman

VOTING:

Summers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bingham	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Perry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:





County Clerk

**BOX ELDER COUNTY
RESOLUTION 24-07**

MODERATE INCOME HOUSING REPORT

A RESOLUTION OF BOX ELDER COUNTY, UTAH, FOR COMMITTING TO NOT CHARGE IMPACT FEES RELATED TO ACCESSORY DWELLING UNITS.

WHEREAS, Utah Code Annotated Section 17-27a-408 requires Box Elder County (hereafter "County") to submit an annual "Moderate Income Housing Report" (hereafter "Report") to the Housing and Community Development Division with the Department of Workforce Services;

WHEREAS, Utah Code Annotated Section 17-27a-403 mandates that Box Elder County choose from a list of strategies to enhance moderate income housing. In Resolution 23-01, Box Elder County has decided, as a strategy, to eliminate impact fees associated with accessory dwelling units by committing to not charging these fees.

WHEREAS, the County has prepared and will submit its annual Report and now desires to adopt this Resolution;

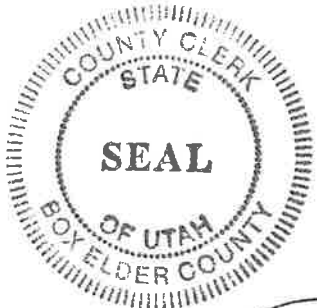
NOW, THEREFORE, BE IT RESOLVED by the County Commission of Box Elder County, Utah, that the County is committed to not charge impact fees, for the period of one year, related to accessory dwelling units. This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the County Commission on this 19 day of June, 2024.



Lee Perry, Chairman

VOTING:



Summers
Bingham
Perry

Yea Nay
Yea Nay
Yea Nay

ATTEST:



County Clerk

RESOLUTION NO. 24-08
A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION AMENDING
THE PLANNING DEPARTMENT FEE SCHEDULE

WHEREAS, the Box Elder County Commission has previously adopted by resolution a fee schedule for the Box Elder County Planning Department; and

WHEREAS, the Box Elder County Land Use Development and Management Code directs that the Box Elder County Commission establish a fee schedule for applications required by the code; and

WHEREAS, it is necessary from time to time to update the Planning Department fee schedule to cover the increase in costs to the county to review and regulate land development in the county to protect the Health, Safety and Welfare of the citizens of Box Elder County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH, that the Box Elder County Planning Department Fees shall be as follows:

Site Plan Review Application	\$750.00
Conditional Use Permit Application	\$750.00
Hearing Officer (Appeal/Variance) Application	\$375.00
Small Subdivision (3 lots or less) without Improvements Application	\$750.00
Subdivision: Preliminary Application	\$600.00
Subdivision: Final Application	\$750.00
Subdivision: Amendment/Vacate Application	\$750.00
Subdivision: Agricultural Application	\$375.00
Subdivision Appeal Application	\$150.00 + half of appeal consultant fee cost
General Plan Amendment	\$450.00
Minor (200 words or less) Ordinance Text Amendment Application	\$375.00
Major (201 words or more) Ordinance Text Amendment Application	\$1250.00
Zoning Map Amendment Application	\$750.00
Temporary Use Permit Application	\$190.00
Special Event Permit Application	\$375.00
Vacate a County Road Application	\$750.00
Administrative Conditional Use Permit Application	\$375.00
Floodplain Development Permit Application	\$175.00
Administrative Interpretation Application	\$150.00
Change in Building Use Application	\$75.00
Engineering Review Application (engineering consultant fee cost requires a \$500 deposit – if less, the applicant will get reimbursed the difference – if more, the applicant will pay the difference before final approval)	\$150.00 + engineering consultant fee cost
Business License Review Application	\$25.00

Sign Permit – Zone II Application	\$25.00
Sign Permit – Zone III Application	\$375.00
8 ½" x 11" Black and White Copies	\$0.25 per page
8 ½" x 11" Color Copies	\$2.00 per page

Repeal. Any previously adopted or approved fee schedule for Planning Department Fees is repealed and replaced with this fee schedule.

Effective Date. This Resolution is effective immediately upon its passage and approval.

PASSED AND ADOPTED by the County Commission on this 19th day of June, 2024.

Commissioner Summers	Yea___	Nay___
Commissioner Bingham	Yea___	Nay___
Commissioner Perry	Yea___	Nay___

Attest:



Marla Young

Marla Young
Box Elder County Clerk

Joe Perry

Box Elder County Commission

Commodity Code: 99999



UTAH DEPARTMENT OF AGRICULTURE AND FOOD GRANT AGREEMENT

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 _____

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.

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.

4. **PURPOSE OF AGREEMENT:** To pass funds to Grantee for the following purpose: Invasive Species Mitigation fund for Box Elder Knapweed EDRR FY25 pursuant to § UCA 4-17-114 and UCA § 4-17-115.

5. **AGREEMENT PERIOD:** This Agreement is effective **07/01/2024** and expires **06/30/2025**, 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.

6. **AGREEMENT AMOUNT:** The total amount Grantee will receive pursuant to this Agreement is **\$16,300.00**.

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.*

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 2025 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 **\$16,300.00** 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.

AP 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.

AP 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.

AP 14. **COPYRIGHT:** INTENTIONALLY DELETED

AP 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

- 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.
- 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.
- 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.
- 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.
- 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.*
- 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.
- 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: Lee Perry Type/Print Name: Lee Perry

Title/Position: Commission Chair Date: 6/19/2024

Project Name: **Box Elder Knapweed EDRR FY25**

Unique Identifier: **2025-016**



Box Elder Knapweed EDRR

Prepared by Box Elder County
for Utah Department of Agriculture and Food FY 2025 Invasive Species Mitigation

Submitted by Wyatt Freeze

Submitted on 02/29/2024 4:16 PM Mountain Standard Time



Project Information

Application Information

Application Name
Box Elder Knapweed EDRR

Award Requested
\$16,300.00

Total Award Budget
\$16,300.00

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-North East.pdf, SIIPA Report-South East.pdf, SIIPA Report-West.pdf

Upload SIIPA Project Map

SIIPA Map-North East.pdf, SIIPA Map-South East.pdf, SIIPA Map-West.pdf

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 from 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
435-695-2583

(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)



115

UDAF internal tracking number (Reviewer Only)

2025-016

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 applying 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 category.

(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 FY25

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, Beaver Dam along the Long Divide Road, Promontory Peninsula near the end of the pavement, Curlew Flats near 38800 N and HWY30, 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.

441

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.

165

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, perennial pepperweed, 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 wild life 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 supplement to monitoring being done by UDAF. 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
1000

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 Project
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
50

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.

41

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

933

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

140

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.

17

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

393

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

31

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.

9

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

154

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, Shawn Nicholas, Lavar Webb, Ken Spackman, Shorty Williams, Lance Westmoreland, Jay Carter, Stan Spencer, Jay Tanner, the Grouse Creek Grazing Association, Mitch Sandall, Glen Tingey, Guy Montgomery, Steve Eddington, Royce Larsen, Tom Kunzler, Lynn Palmer, Blaine Carter, Quirt Pugsley, Guy Jones, Bryan Morris, Wayne 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

\$30,000.00

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, West Box Elder Conservation District, U.S. Fish and Wildlife Service, SITLA

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

\$32,000.00

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	\$1,300.00	\$1,300.00
Subtotal	\$1,300.00	\$1,300.00
Chemicals		
Herbicide	\$10,000.00	\$10,000.00
Subtotal	\$10,000.00	\$10,000.00
Indirect		
Administration	\$1,000.00	\$1,000.00
Subtotal	\$1,000.00	\$1,000.00
Total Proposed Cost	\$16,300.00	\$16,300.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$16,300.00	\$16,300.00
Subtotal	\$16,300.00	\$16,300.00
Total Proposed Revenue	\$16,300.00	\$16,300.00

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

Half of the total cost of labor for county employees to complete the 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 to of herbicide to treat infested acreage we are planning to spray.

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
Summer Herbicide Treatment	Numeric	Number to be Achieved 100
Sandarosa Russian Knapweed Treatment	Numeric	Number to be Achieved 400
Fall Herbicide Treatment	Numeric	Number to be Achieved 500

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 1

Invasive Species Mapping

Goal Name	Goal Type	Goal Details
Mapping	Numeric	Number to be Achieved 1,200

Monitoring / Documentation

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



Goal Name	Goal Type	Goal Details
UDAF Transects	Numeric	Number to be Achieved 10

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.)

Summer Herbicide Treatment

We will treat ~100 acres of russian knapweed in July 2024 with our UTV-mounted spray systems to continue to see what kind of control we gain from a treatment when the plants are actively growing.

Sandarosa Russian Knapweed Treatment

Sandarosa Land & Livestock will treat ~400 acres of russian knapweed with their tractor-mounted boom sprayer in September or October 2024.

Fall Herbicide Treatment

The remaining 500 acres of knapweed(s) will be treated with a UTV-mounted spray system between the months of September and November 2024.

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

Purchase of 5 releases of *Larinus minutus* and 5 releases of *Cyphocleonus achates* in July, to be all be released in July.

Biocontrol Release #2



Collection of at least 500 *Larinus minutus* agents in Silver City in July, to be released in July.

Russian Knapweed Insectary

We hope to put up an insectary for *Aulacidea acroptolonica* in July near Park Valley or the Curlew Flats. Hope to receive 2-3 releases

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 know knapweed infestations between the months of July and November 2024.

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

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.

UDAF Transects

We hope to be able to support UDAF with monitoring their 10 transects in Park Valley on russian knapweed. I would expect this to happen the first week of July 2024.

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 2025 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 2025 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 2025 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.

Vendor Number:

State Contract Number:

Commodity Code: 99999



UTAH DEPARTMENT OF AGRICULTURE AND FOOD GRANT AGREEMENT

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 _____

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.

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.

4. **PURPOSE OF AGREEMENT:** To pass funds to Grantee for the following purpose: Invasive Species Mitigation fund for Box Elder County Rush Skeletonweed Mitigation FY2025 pursuant to § UCA 4-17-114 and UCA § 4-17-115.

5. **AGREEMENT PERIOD:** This Agreement is effective **07/01/2024** and expires **06/30/2025**, 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.

6. **AGREEMENT AMOUNT:** The total amount Grantee will receive pursuant to this Agreement is **\$70,500.00**.

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.*

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 2025 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 **\$70,500.00** 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.



INVASIVE SPECIES
MITIGATION
FIGHT. FASTER. TOGETHER.

ATTACHMENT A

Additional Terms and Conditions

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.
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.
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.
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.
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.*
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.
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: Lee Perry

Type/Print Name: Lee Perry

Title/Position: Commission Chair

Date: 6/19/2024

Project Name: **Box Elder County Rush Skeletonweed Mitigation FY2025**

Unique Identifier: 2025-012



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.

Lee Perry 6/19/2024
Signature Date

Lee Perry Box Elder County
Commission Chair Location
Printed Name

Witnessed before me Marla R. Young on 6/19/2024
Marla R. Young
Printed Name (Witness)



FY25 Box Elder County Rush Skeletonweed Mitigation Project

Prepared by Box Elder County
for Utah Department of Agriculture and Food FY 2025 Invasive Species Mitigation

Submitted by Wyatt Freeze

Submitted on 02/28/2024 4:04 PM Mountain Standard Time



Project Information

Application Information

Application Name
FY25 Box Elder County Rush Skeletonweed Mitigation Project

Award Requested
\$70,500.00

Total Award Budget
\$70,500.00

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 FY25 Project Description.docx

Restoration Activities Information

Does your project have restoration activities?

- Yes
 No

UDAF Invasive Species Mitigation grant applications with restoration activities that include seed

In order to be considered for Invasive Species Mitigation funding you are required to provide a seed mix



profile along with a map of where the seeding will take place on your project.

Upload Seed Mix

Promontory Pasture Mix 2-27-2024.docx

Upload Map of Restoration area

Proposed Seeding Area-Final.pdf



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) 695-2583

(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 County Rush Skeletonweed Mitigation FY2025

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, as well as one isolated patch in Grouse Creek. 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.



FY25 Box Elder County Rush Skeletonweed Mitigation Project
Box Elder County

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.
6054

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.
48

Please list all other Species of concern within your Project area.
Scotch Thistle, Canada thistle, musk thistle, and houndstongue.

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 noncooperative 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. We have finally identified one site, previously infested by rush skeletonweed, that will benefit from revegetation efforts. This site have been treated for rush skeletonweed, has low amounts of desirable vegetation remaining, is very steep and inaccessible with ground rigs. Pairing these facts with the ability of rush skeletonweed to spread through root fragments, we will aerially broadcast the seed as a fall dormant seeding. By doing this, our objective is to create a site with an acceptable level of desirable vegetation that will have the ability to compete with rush skeletonweed. 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. *see attached file for remainder of project 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
2400

Revegetation / Restoration

Does your project include revegetation or restoration activities
 Yes
 No

Please list the total amount of acres that will be revegetated or restored
100

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
80



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.
690

Please list all Private Land (Acres) From SIIPA Report.
26938

Please list all State Land (Acres) From SIIPA Report.
8

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.
197

Primary Treatment Species Acres (Private Land) From SIIPA Report.
5857

Primary Treatment Species Acres (State Land) From SIIPA Report.
0

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.
48

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



FY25 Box Elder County Rush Skeletonweed Mitigation Project
Box Elder County

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, Rhett Munns, CJ Roberts, Brett Selman, Blaine Rupp, Burke Udy, Max Huggins, Randy Moulding, Mike Schultz, and Northrop Gruman.

Please list the Total In-Kind amount from Private Partners

\$39,000.00

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)
Grazing Improvement Program
Northern Utah Conservation District

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

\$41,000.00

Project Partner Monetary Contributions

Does your project include Partner Monetary matching contributions?

- Yes
- No



FY25 Box Elder County Rush Skeletonweed Mitigation Project
Box Elder County

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
Labor	\$14,000.00	\$14,000.00
Subtotal	\$14,000.00	\$14,000.00
Supplies		
Seed	\$9,500.00	\$9,500.00
Subtotal	\$9,500.00	\$9,500.00
Consultants/Contracts		
Aerial Spraying	\$10,000.00	\$10,000.00
Subtotal	\$10,000.00	\$10,000.00
Chemicals		
Herbicide	\$34,000.00	\$34,000.00
Subtotal	\$34,000.00	\$34,000.00
Indirect		
Administration	\$3,000.00	\$3,000.00
Subtotal	\$3,000.00	\$3,000.00
Total Proposed Cost	\$70,500.00	\$70,500.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$70,500.00	\$70,500.00
Subtotal	\$70,500.00	\$70,500.00
Total Proposed Revenue	\$70,500.00	\$70,500.00

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

This is the cost to help pay for a crew of seasonals to complete the 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

Seed

Cost of enough seed to broadcast 100 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 is the amount requested to help subsidize the cost of a helicopter pilot to spray infested areas inaccessible by ground methods.

Chemicals

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

Herbicide

This is the cost to help purchase enough herbicide to treat our proposed 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

This is the amount requested to help pay for the administration of this grant.



Performance Plan

Proposed Performance Plan

Chemical Treatment

Goal Name	Goal Type	Goal Details
Ground Treatment	Numeric	Number to be Achieved 900
Aerial Treatment	Numeric	Number to be Achieved 1,500

Restoration

Goal Name	Goal Type	Goal Details
Seeding	Numeric	Number to be Achieved 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 2,400

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
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 900 acres treated by ground crews between July-September 2024 and May-June 2025. 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 1,500 acres in late September or early October of 2024 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.

Restoration

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 type of drill (Range or Agricultural)

Seeding

We hope to seed 100 acres through the means of an aerial applicator in the fall of 2024 (November). This may get pushed to early spring of 2025 (February/March) depending on weather.

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

Number of root-feeding moths, *Bradyrrhoa giveolella* we hope to collect and release in 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 2024 and May-June 2025. 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 continue monitoring the 3 cover class transects that we established in June 2024 for rush skeletonweed to gain quantifiable data of the success of our treatments. This will take place in November 2024 or June 2025.

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 2024.

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

We hope to reach at least 30 landowners in the spring of 2025 by giving out small amounts of herbicide to incentivize in-person meetings.

Fair Booth

We hope to educate at least 50 people with our booth during the Box Elder County Fair in August 2024.



Contract # 24-22

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Division of Technology Services, Utah Geospatial Resource Center (UGRC), Taylorsville State Office Building, 4th Floor, 4315 S. 2700 W, Taylorsville, UT 84129, (Agency Code 110) referred to as STATE, and the following County, which is a Government Agency.

County Name: Box Elder County

Address: 1 South Main Street.

City, State, Zip: Brigham City, UT 84302

Federal ID# _____ Vendor Code _____ Commodity Code _____

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is for the County to receive Monument Replacement and Restoration Committee (MRRC) funding as outlined in the 2015 Senate Bill 264 for monument replacement, preservation and restoration of Public Land Survey System section corners.

3. **CONTRACT PERIOD:** Effective date 7/1/2024. Termination date 6/30/2025, unless terminated early or extended in accordance with the terms and conditions of this contract. The MRRC may conduct a mid-term contract review to assure the work is being done or scheduled for completion within the terms of this contract. If progress toward completion of the work cannot be documented, the COUNTY risks the possibility of contract termination. The deliverable for this contract is due May 15, 2025.

4. **GRANT VALUE:** County will be paid a maximum of \$28,230.00 for funds authorized by this contract.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Work

Attachment C: Field Procedures

Attachment D: Deliverables

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
A. All other governmental laws, regulations, or actions applicable to goods and/or services authorized by this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

COUNTY

STATE

Lee B Perry
Signature

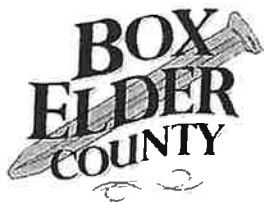
6-19-2024
Date

Lee B Perry Commission Chair
Name and Title of Signer (Type or Print)

Sean A. Fernandez, Cadastral Manager
Utah Geospatial Resource Center (UGRC)
Date: _____

Division of Technology Services
Date: _____

Division of Finance
Date: _____



WATER PURCHASE AGREEMENT

This Water Purchase Agreement is made and entered into this 5/30/2024 by and between Wayne Holland (hereinafter referred to as "Supplier") and Box Elder County, a political subdivision of the State of Utah (hereinafter referred to as "Purchaser").

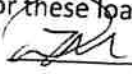
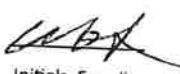
RECITALS

WHEREAS; Supplier is the legal owner of the water resources located upon real property situated Naf Road, past Stanrod, UT at Cassia County, ID tax parcel RP16S25E244801, and Water Right # 43-2155

WHEREAS; Purchaser is desirous of purchasing water from Supplier's agricultural well water resources located, in Yost, Box Elder County area, for the purpose of using such water on road projects located in the area; and

WHEREAS; Both parties have agreed and intend to abide by the terms specified in this document, including the purchase price for the water.

NOW THEREFORE, based upon the above recitals and the consideration set forth below, Supplier and Purchaser do hereby agree as follows:

1. Supplier shall provide water to Purchaser as follows:
 - a. Supplier shall provide Purchaser with access to Supplier's water, and
 - b. Purchaser shall fill its own water tankers and trucks. Purchaser will notify Supplier in advance prior to pumping.
 - c. Purchaser shall keep and maintain records of each load of water taken from Supplier's water.
 - d. Purchaser shall pay to Supplier the sum of Thirty-five Dollars (\$35.00) for each 9,000 gallon or 10,000 gallon tanker filled by Purchaser. Purchaser shall pay to Supplier the sum of Seventeen Dollars and Fifty Cents (\$17.50) for each 4000-gallon water truck filled by Purchaser.
2. Purchaser shall provide Supplier with a spreadsheet showing the total loads of water hauled out, provide an invoice, and check payment for these loads.
3. This agreement is effective until June 1, 2025,  
 Date Initials, Purchaser Initials, Supplier
4. Supplier and Purchaser shall indemnify and hold each other harmless of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act of omission of the other part or the other party's employees or agents while on Supplier's property and in connection with the loading and hauling water from the Supplier's water site.

"Supplier"

DATED this _____ day of _____, 20____.
(Day) (Month) (Year)

Wayne L. Holland
(Seller Printed Name)

[Signature]
(Seller Signature)

DATED this 30th day of May, 2024.
(Day) (Month) (Year)

(Seller Printed Name)

(Seller Signature)

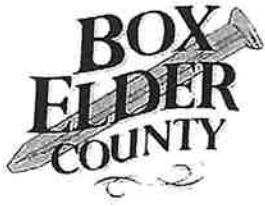
"Purchaser"

DATED the 19th day of June, 2024.

By: [Signature]
Lee Perry, Chairman
Box Elder County Commission



[Signature]
Marla Young
Box Elder County Clerk



WATER PURCHASE AGREEMENT

This Water Purchase Agreement is made and entered into this 6.11.2024 by and between Bill Kimber (hereinafter referred to as "Supplier") and Box Elder County, a political subdivision of the State of Utah (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS; Supplier is the legal owner of the water resources located upon real property situated in Grouse Creek, UT , Water Right# 13-433 , Tax ID #04-016-0033; and

WHEREAS; Purchaser is desirous of purchasing water from Supplier's agricultural well water resources located, in Grouse Creek area, for the purpose of using such water on road projects located in the area; and

WHEREAS; Both parties have agreed and intend to abide by the terms specified in this document, including the purchase price for the water.

NOW THEREFORE, based upon the above recitals and the consideration set forth below, Supplier and Purchaser do hereby agree as follows:

1. Supplier shall provide water to Purchaser a follows:
 - a. Supplier shall provide Purchaser with access to Supplier's water, and
 - b. Purchaser shall fill its own water tankers and trucks. Purchaser will notify Supplier in advance prior to pumping.
 - c. Purchaser shall keep and maintain records of each load of water taken from Supplier's water.
 - d. Purchaser shall pay to Supplier the sum of Eighty Dollars (\$80.00) for each 9,000 gallon or 10,000 gallon tanker filled by Purchaser. Purchaser shall pay to Supplier the sum of Forty Dollars (\$40.00) for each 4000-gallon water truck filled by Purchaser.
2. Purchaser shall provide the Supplier with a spreadsheet showing the total loads of water hauled out, provide an invoice, and check payment for these loads.
3. This agreement is effective until 6.10.2029, _____ BWK
 Date initials, Purchaser Initials, Supplier
4. Supplier and Purchaser shall indemnify and hold each other harmless of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act of omission of the other part or the other party's employees or agents while on Supplier's property and in connection with the loading and hauling water from the Supplier's water site.

"Supplier"

DATED this _____ day of _____, 20____.

(Day) (Month) (Year)

A. William Kimber
(Seller Printed Name)

[Signature]
(Seller Signature)

DATED this _____ day of _____, 20____.

(Day) (Month) (Year)

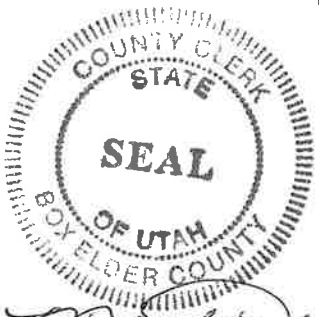
A. William Kimber
(Seller Printed Name)

[Signature]
(Seller Signature)

"Purchaser"

DATED the 19th day of June, 20 24.

By: [Signature]
Lee Perry, Chairman
Box Elder County Commission



[Signature]
Marla Young
Box Elder County Clerk

Public Hearing 06-19-2024
Salary Increases for Executive Officers

Name

Chuse Bennett

734-3347

DeAnna Hardy

ON RECORD

Valerie Claussen

(801) 732-7200

FRED TURNER

(385) 432-6262

Chad Montgomery

Got Lyons

3316

Daria McFarland

Jan Rhodes

Kevin Potter

734-3818

Cyle Palmer

734-3880

Keith Keller

734-3304

Shawn Thornley

Shawn White

ShawnW@BORG.Utah.gov

Maell McLean

435-452-1772

Rowley Bennett

435-734-3337

Wyatt Freeze

(435) 230-1556

Shirlene Larsen

(435-734-3360