

**MINUTES  
BOX ELDER COUNTY COMMISSION  
NOVEMBER 6, 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 4:45 p.m. on **NOVEMBER 6, 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 4:50 p.m.

The regular session was called to order by Chairman Perry at 5:00 p.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 Sheriff Kevin Potter.

**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

**Truth in Taxation meeting - Chairman Perry**

Chairman Perry stated they will be holding a Truth In Taxation meeting on November 13, 2024 at 6:00 p.m.

**Ground Breaking for Boys and Girls Club - Commissioner Summers**

Commissioner Summers stated they attended the groundbreaking for the new Boys and Girls Club Community Campus. He stated they are thankful for Jeune Elle Jeffries and Monica Holdaway for all their efforts in making this happen. It will benefit our community greatly.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

There were no Former Agenda Items discussed.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Requesting Fee Waiver for use of Fairgrounds Pickle Ball Tournament-Terri Fridal**

Terri Fridal, President of Tremonton Civic League, explained they hold a fundraiser pickle ball tournament at the fairgrounds to help with the Garland Library. She stated the funds raised help many causes. She asked the Commissioners to waive the fees for the use of the Home Arts Building for the tournament.

**MOTION:** Commissioner Summers made a motion to approve the fee waiver for the fairgrounds for the fund raiser. 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.

**Questions Concerning Beehive Fiber- Matt Tingey**

Matt Tingey of Quick Link Internet asked questions regarding the recent fiber installations for broadband through the rural areas of the county. He asked who owns the fiber that is being put in by Beehive Broadband. He said he was told that Box Elder County owns the fiber. He said he has concerns that all get to pay for it, but not all get to use it.

Attorney Stephen Hadfield stated the agreement does not discuss the owner of the fiber.

The Commissioners stated they will find out more details of who owns the fiber and other information needed to answer his questions.

**AUDITOR'S OFFICE**

**Public Hearing Proposed Transfer of \$1,000,000 from Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund-Shirlene Larsen**

Auditor Shirlene Larsen explained the transfer of funds from the Enterprise Fund to the General Fund is to cover actual costs paid out of the General Fund for Landfill expenses.

**DeAnna Hardy of Brigham City** asked why they are transferring funds from one fund to another. She said there have been concerns when Brigham City transferred funds for utilities from one account to another and now they're in trouble and needing to pass a \$20 million dollar bond for the utility department. She stated she and the Box Elder Committee of Liberty oppose the transfer. She said there are so many things we can do to make taxes lower for the people.

The Commissioners explained the money is being transferred for reimbursement to the County General Fund for costs incurred to the county for landfill purposes.

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

**ATTACHMENT NO. 2 - Public Hearing Attendance Sheet**

**Resolution #24-16 Authorizing the Transfer of Funds from the Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund-Shirlene Larsen**

**MOTION:** Commissioner Bingham made a motion to approve Resolution #24-16. 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- Resolution #24-16**

**2025 Tentative Budget Presentation-Shirlene Larsen**

Auditor Shirlene Larsen gave a presentation on the 2025 tentative budget. She highlighted the different funds within the budget, proposed tax increase, municipal service funds, assessing and collecting, proposed cost of living increase of 3.5% for the employees, a merit based increase based on evaluations of 1%, increase in health insurance, and some market salary adjustments.

Commissioner Summers stated there are some new taxes for transportation and municipal service funds and he would like to see what happens with those taxes before going through Truth in Taxation.

Auditor Shirlene Larsen stated she has included those new tax estimates in the budget. She reported the Elected Official's salaries, explained other transfers within funds for public safety, and showed the revenues and expenditures. She went over the capital projects for 2025.

**RECESS TO RDA MEETING**

**MOTION:** Commissioner Bingham made a motion to move into an RDA meeting. The motion was seconded by Commissioner Summers and an RDA meeting convened.

**COMMISSIONERS**

**Predator Control Contract #24-39-Chrisee Bennett**

Chairman Perry explained Contract #24-39 is for predator control. It is a renewal contract and is the same as prior years.

**MOTION:** Commissioner Summers made a motion to approve the Predator Control Contract #24-39. 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.

**Letter of Support for Lilac Solutions for a Lithium Extraction Project-Commissioners**

Commissioner Summers stated the letter of support is to let the federal government know that we would not mind a lithium extraction company on the north shore of the Great Salt Lake for a government subsidy.

Chairman Perry stated he doesn't know much about the company and doesn't feel comfortable signing a letter.

**Commission Approval of use of Front Steps of Historic Courthouse on November 30, 2024 in Conjunction with Kiwanis Club for Santa's Arrival-Commissioners**

Chairman Perry explained the Kiwanis Club uses the front steps and grounds of the courthouse when Santa comes to town. He stated they have asked for approval to use the grounds.

**MOTION:** Commissioner Bingham made a motion to approve the use of the courthouse steps and grounds to bring Santa to town. 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.

**Courthouse Christmas Tree Contest December 2, 2024 from 8 am to 8 pm.**

Chairman Perry stated the county departments are decorating Christmas trees and there will be a contest. The trees will be up by November 29, 2024 and on December 2, 2024 the public can view them and vote for their favorite.

**COMMUNITY DEVELOPMENT**

**Corridor Preservation Fund Payment Request by Garland City for CPF21-04 and CPF22-02-Scott Lyons**

Commissioner Bingham explained the request is from Garland City for Project #CPF21-04 and #CPF22-02 for the reconstruction and improvements to West Factory Street. They have provided the necessary documentation and Garland City has fulfilled their financial match to be reimbursed \$473,166.00.

**MOTION:** Commissioner Summers made a motion to approve the reimbursement to Garland City for project #CPF21-04 and #CPF22-02. 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.

**BUILDINGS & GROUNDS**

**Placement of Gold Star Monument at Historic Courthouse-Codey Illum**

Chief Building Official Codey Illum stated he needs clarification on where to put the monument. He said it is a fairly large monument and is in four pieces.

Commissioner Summers suggested it might go around the GI Joe monument and place six flag poles representing the branches of the military. He said Rocky Mountain Power is giving a donation of \$10,000.00 to have it put in. He said NUCOR created it for free.

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

Chairman Perry went over the guidelines for the Public Comment Period.

**DeAnna Hardy of Brigham City** stated she wants to talk about the new state flag. When the pioneers were driven from city to city, state to state, they literally had to flee the United States of America to the Utah Territory because there was not a state or federal representative to help protect their rights. The new state flag has erased a lot of our state's history. It has cost the taxpayers a half of a million dollars for a new flag that was not needed but she feels it is a part of the agenda to erase our state's history. The Box Elder Committee of Liberty opposes the new flag

and endorses the former flag. She asked the Commission to restore the former flag and to remember their oath is to our republic form of government and constitution.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 125232 through 125280 in the amount of \$470,662.33 with voided claim number 123814, and claim numbers 125164 through 125231 in the amount of \$1,280,162.04 with voided claim numbers 119281, 120889, 120880, 119241, 120954, 119249, 119326, 119608, 120113, 120348, and 120758.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
HAYCOCK, MARCIE	ELECTIONS	NEW HIRE	10/18/2024
GEE, JEREMY	WEED DEPARTMENT	SEPARATION	10/28/2024
JOHNSON, DAN	FAIRGROUNDS	SEPARATION	10/24/2024
KING, JOURNEY	SHERIFF'S OFFICE	NEW HIRE	10/28/2024
LANCASTER, BRANDON	SHERIFF'S OFFICE	NEW HIRE	10/28/2024
LANCASTER, MAX	ELECTIONS	NEW HIRE	10/24/2024
NEEDHAM, MORGAN	SHERIFF'S OFFICE	COMPENSATION CHANGE	10/23/2024
NELSON, KRISTINE	ELECTIONS	NEW HIRE	11/04/2024
PETERSON, JANETTE	ELECTIONS	NEW HIRE	11/04/2024
RISER, LARRAINE	ELECTIONS	REHIRE	11/04/2024
SCOTT, JOSHUA	SHERIFF'S OFFICE	TRANSFER	11/04/2024
STRONG, AUSTIN	SHERIFF'S OFFICE	COMPENSATION CHANGE	11/06/2024
WHITAKER, SAMUEL	WEED DEPARTMENT	SEPARATION	10/17/2024
CROCKETT, HANNAH	JUSTICE COURT	NEW HIRE	11/12/2024
KING, JOURNEY	SHERIFF'S OFFICE	NEW HIRE	10/28/2024
MILLER, LYNN	SHERIFF'S OFFICE	COMPENSATION CHANGE	10/22/2024
CARRILLO, MONICA	SHERIFF'S OFFICE	COMPENSATION CHANGE	10/22/2024

**CLOSED SESSION**


There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Bingham to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 6:05 p.m.

**ADOPTED AND APPROVED** in regular session this 4th day of December 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, November 06, 2024 at 5:00 PM

### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday November 6th, 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 5:00 P.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: Community Development Director Scott Lyons

#### 3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

#### 4. FORMER AGENDA ITEMS

#### 5. EMERGENCY MANAGEMENT ISSUES

#### 6. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:08 Requesting Fee Waiver for use of Fairgrounds Pickle Ball Tournament-Terri Fridal
- B. 5:13 Questions Concerning Beehive Fiber- Matt Tingey

#### 7. AUDITOR'S OFFICE

- A. 5:18 Public Hearing Proposed Transfer of \$1,000,000 from Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund-Shirlene Larsen
- B. 5:23 Resolution #24-16 Authorizing the Transfer of Funds from the Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund-Shirlene Larsen
- C. 5:25 2025 Tentative Budget Presentation-Shirlene Larsen

#### 8. COMMISSIONERS

- A. 5:35 Predator Control Contract #24-39-Chrisee Bennett
- B. 5:37 Letter of Support for Lilac Solutions for a Lithium Extraction Project-Commissioners
- C. 5:39 Commission Approval of use of Front Steps of Historic Courthouse on November 30, 2024 in Conjunction with Kiwanis Club for Santa's Arrival-Commissioners
- D. 5:41 Courthouse Christmas Tree Contest December 2, 2024 from 8 am to 8 pm.

#### 9. COMMUNITY DEVELOPMENT

- A. 5:43 Corridor Preservation Fund Payment Request by Garland City for CPF21-04 and CPF22-02-Scott Lyons

**10. BUILDINGS & GROUNDS**

- A. 5:45 Placement of Gold Star Monument at Historic Courthouse-Codey Illum

**11. 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.

**12. WARRANT REGISTER**

**13. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**14. CLOSED SESSION**

**15. ADJOURNMENT**

Prepared and posted this 1st day of November, 2024. Mailed to the Box Elder News Journal and the Leader on the 1st of November, 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 5:00 p.m.



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.

Public Hearing

DATE: \_\_\_\_\_

Name  
Christie Bennett

11-6-24

phone #  
734-3347

DeAnna Hardy

11-6-24

ON RECORD



**RESOLUTION NO. 24-16**

**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION AUTHORIZING THE NONRECIPROCAL INTERFUND TRANSFER OF HOST FEES AND ADMINISTRATIVE FEES FROM THE BOX ELDER COUNTY LANDFILL ENTERPRISE FUND TO THE BOX ELDER COUNTY GENERAL FUND**

**WHEREAS**, in connection with the adoption of its 2025 budget, Box Elder County intends to transfer funds for host fees and administrative fees from the Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund; and

**WHEREAS**, pursuant to the provisions of §17-36-32(3)(e) of the Utah Code, before transferring funds from a utility enterprise fund to a general fund, the Box Elder County is required to hold a public hearing concerning the transfer, and that all of the utility enterprise fund customers be notified of the public hearing; and

**WHEREAS**, in accordance with §17-36-32(3)(e) of the Utah Code, Box Elder County provided notice of this public hearing by posting the required notice on the Box Elder County Website, and for one week in the Box Elder News Journal, and included the notice in all of the monthly billing invoices to all account holders of the Box Elder County Landfill, notifying the users of the hearing; and

**WHEREAS**, after posting the required notice, the Box Elder County Commission held a public hearing on November 6, 2024, to receive comments on the transfer of funds from the Box Elder County Landfill Enterprise Fund to the General Fund; and

**WHEREAS**, after providing for public comment, the Box Elder County Commission heard and considered all public comments, together with all recommendations and input from county staff; and

**WHEREAS**, the Box Elder County Commission finds and determines that it is in the best interest of the County, and will promote the health, safety and general welfare of the residents of the County, to approve and authorize the nonreciprocal transfer of funds for host fees and administrative fees from the Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund as calculated and prepared by the County Auditor and set forth in this Resolution;

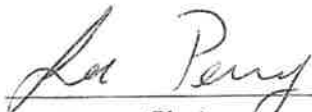
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the County Commission, acting as the legislative body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor thereof, as follows:

**Section 1:** The calculation of the host fees and administrative fees due and owing from the Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund in the amount of One Million Dollars (\$1,000,000.00) has been prepared and calculated by the Box Elder County Auditor, a copy of which is attached hereto, and has been presented, reviewed and deemed accurate by the Box Elder County Commission, and is hereby accepted as the official position of the Box Elder County Commission.

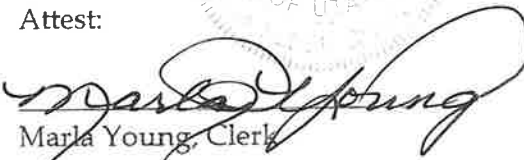
**Section 2:** The Box Elder County Auditor is authorized and directed to take all necessary and appropriate actions to accomplish and complete the transfer of One Million Dollars (\$1,000,000.00) from the Box Elder County Landfill Enterprise Fund to the Box Elder County General Fund.

**ADOPTED AND APPROVED** in regular session of the Box Elder County Commission this 8<sup>th</sup> day of Nov, 2024.



  
\_\_\_\_\_  
Lee Perry, Chairman  
Box Elder County Commission

Attest:

  
Marla Young, Clerk

Year	Tonnage	Rate Per Ton	Host Fee	Admin Fee	Host & Admin Fee	Increase/ Decrease %	Sept CPI-U	Rate Per Ton Adjusted for Sept CPI-U	Host Fee	Admin as 10% of Expenditures excluding host and Admin Costs	Host & Admin Fee	Difference
2006								1.5				
2007								1.5				
2008	32,800.00	\$ 1.50	49,200.00	55,901.00	105,101.00		4.93%	1.57	51,496.00	88,276.45	139,772.45	
2009	37,613.33	\$ 1.50	56,420.00	60,329.00	116,749.00	11%	-1.35%	1.55	58,300.67	75,184.41	133,485.08	
2010	42,528.00	\$ 1.50	63,792.00	59,866.00	123,658.00	6%	1.15%	1.57	66,768.96	74,493.51	141,262.47	
2011	36,089.00	\$ 1.50	54,133.50	25,866.50	80,000.00	-35%	3.77%	1.63	58,825.07	89,467.82	148,292.89	
2012	31,408.00	\$ 1.50	47,112.00	32,888.00	80,000.00	0%	2.15%	1.66	52,137.28	89,180.55	141,317.83	
2013	31,575.90	\$ 1.50	47,363.85	32,636.15	80,000.00	0%	1.18%	1.68	53,047.51	94,246.39	147,293.90	
2014	31,755.57	\$ 2.01	63,828.70	16,171.30	80,000.00	0%	1.66%	1.71	54,302.02	86,332.09	140,634.11	
2015	32,045.09	\$ 2.01	64,410.63	35,589.37	100,000.00	25%	-0.04%	1.71	54,797.10	86,740.07	141,537.18	
2016	35,363.06	\$ 2.01	71,079.75	28,920.25	100,000.00	0%	1.46%	1.74	61,531.72	90,313.23	151,844.95	
2017	37,943.81	\$ 2.01	76,267.06	23,732.94	100,000.00	0%	2.23%	1.78	67,539.98	101,352.74	168,892.72	
2018	37,300.57	\$ 2.01	74,974.15	25,025.85	100,000.00	0%	2.28%	1.82	67,887.04	102,813.54	170,700.58	
2019	39,325.36	\$ 2.20	86,441.49	13,558.51	100,000.00	0%	1.71%	1.85	72,751.92	101,784.02	174,535.93	
2020	44,318.86	\$ 2.23	98,684.18	10,000.00	108,684.18	9%	1.37%	1.88	83,319.46	108,693.13	192,012.59	
2021	48,498.99	\$ 2.23	107,922.02	10,000.00	117,922.02	8%	5.39%	1.98	96,028.00	119,557.87	215,585.87	
2022	49,529.24	\$ 2.39	118,146.28	10,000.00	128,146.28	9%	8.20%	2.14	105,992.57	151,439.82	257,432.39	
2023	62,123.31	\$ 2.60	161,499.60	16,149.96	177,649.56	39%	3.70%	2.22	137,913.75	259,264.11	397,177.86	
			<u>1,241,775.21</u>	<u>456,634.83</u>	<u>1,697,910.04</u>				<u>1,142,639.06</u>	<u>1,719,139.73</u>	<u>2,861,778.78</u>	<u>1,163,868.74</u>



Contract # 24-39

# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
 Department Name: Department of Agriculture and Food Agency Code: 570 Division Name: Administrative Services, referred to as the State Entity, and the following Contractor:

Box Elder County  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 1 S. Main Street  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 Brigham City UT 84302  
 \_\_\_\_\_  
 City State Zip

- LEGAL STATUS OF CONTRACTOR
- Sole Proprietor
  - Non-Profit Corporation
  - For-Profit Corporation
  - Partnership
  - Government Agency

Contact Person: Annie Thackeray Phone # 385-395-1919 Email: athackeray1@utah.gov  
 Vendor # VC0000128922 Commodity Code # 96102

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Predator control as outlined in the attached Box Elder County Predation Management Plan.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# \_\_\_\_\_, FY \_\_\_\_\_, Bid# \_\_\_\_\_, or other method: \_\_\_\_\_.
4. CONTRACT PERIOD: Effective Date: 7/1/24 Termination Date: 6/30/25 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): \_\_\_\_\_.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$11,400** for costs authorized by this contract. Prompt Payment Discount (if any): \_\_\_\_\_. Additional information regarding costs: \_\_\_\_\_.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for  Goods or  Services  
 ATTACHMENT B: County Predation Management Plan  
 ATTACHMENT C: UDAF Program Participation Letter  
 ATTACHMENT D: Producer County Match Form  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # \_\_\_\_\_ dated \_\_\_\_\_.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**CONTRACTOR**

**STATE**

Lee Perry \_\_\_\_\_  
 Contractor's signature Date  
11/6/2024  
Lee Perry \_\_\_\_\_  
 Type or Print Name and Title  
Commission Chair

\_\_\_\_\_  
 Agency's signature Date

## STATE OF UTAH APPROVING AUTHORITIES

\_\_\_\_\_  
 Finance Director Date

<u>Annie Thackeray</u>	<u>385-395-1919</u>	<u>athackeray1@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number Email

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - g) "**Proposal**" means Contractor's response to the State Entity's Solicitation.
  - h) "**Solicitation**" means the documents used by the State Entity to obtain Contractor's Proposal.
  - i) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - k) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
  - l) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.



7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

- 18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
- 19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
- 20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.  
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
- 21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
- 22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
- 23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
- 24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
- 25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing



the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised May 13, 2019)

# Box Elder County Predation Management Plan -2025

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Thank you for the contract allowing the Department of Agriculture and Food to match up to 50% of the County contracted amount for predation management in Box Elder County.

The plan of work is as follows:

Box Elder County will participate in the Predator Damage Control Fund (PDCF) program at the rate of \$22,800 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$11,400. The funds provided by the producer's and County will be deposited into the PDCF account, by the Utah Wool Growers Association (UWGA). They will be allocated and used within Box Elder County and will be administered by the UDAF for aerial predator management.

**Please make checks payable to  
PDCF  
and mail to  
Utah Department of Agriculture and Food  
P.O. Box 146500 Salt Lake City, Utah 84114-6500**

Included with this paperwork is a tracking form to log producer's and County contributions to this program, please return this form with payment to better provide accountability to the program participants.



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

## Department of Agriculture and Food

CRAIG W. BUTTARS  
*Commissioner*

KELLY PEHRSON  
*Deputy Commissioner*

LEANN HUNTING  
*Director, Animal Industry*

To: Predator Damage Control Fund (PDCF) participants

Subject: March 31, 2025 Deadline to receive matching funds for predator damage management

Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by UDAF in cooperation with DWR. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the UDAF main office no later than March 31, 2025. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use and your county may NOT be able to participate in the matching fund program.

**Please make checks payable to  
PDCF  
and mail to  
Utah Department of Agriculture and Food  
P.O. Box 146500  
Salt Lake City, Utah 84114-6500**

Each year there are funds "left on the table" that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of April 1, 2025; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower's Presidency.

Also, you will be receiving a tracking form with the contract. This form will help us track which producer's put money towards the program and thus, we can make sure that we provide the amount of service they paid for. This form is required to be with the payment when submitted.

Thank you in advance for your cooperation, I think this will enable us to provide more services to you and will maximize the funds set aside for predator management.

If you have any questions, please feel free to contact me at the number listed below.

Cole Selman  
Predator Program Director  
UDAF, Animal Industry  
(385) 222-6790

# Predator County Match Form

**Producer Name:**

**Phone Number:**

**Amount Collected:**

1.

2.

3.

4.

5.

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7.

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15.