



## UTAH DEPARTMENT OF AGRICULTURE AND FOOD GRANT AGREEMENT

FUND: 100 DEPT: 570 UNIT: 1110 APP: SAA EXP: 7303 FUNC: N/A PROGRAM: ISM16 COMMDITY CODE: 99999

1. **PARTIES:** This Grant Agreement is between the Grantor Utah Department of Agriculture and Food, Plant Industry and Conservation Division, a State entity as defined in Title 4-2-8.7, and the following Grantee:  
  
 Name: Tooele County Address: 47 South Main City: Tooele  
 State: Utah Zip: 84074 Email: mgillette@tooeleco.org Phone: (435) 843-3140
2. **PURPOSE OF GRANT:** To pass / provide funds under Utah Code 4-2-8.7 to qualified Grantee. Said funds are for the purpose of removal of invasive weed species, research related to control of invasive species, or rehabilitation of sites infested with invasive weed species.
3. **GRANTEE'S QUALIFICATIONS TO RECEIVE GRANT:** The qualifications to receive this grant are found in Title 4-2-8.7. Grant applications are reviewed, ranked, accepted, and approved as set forth in 4-2-8.7.  
 Grantee meets those qualifications as follows: By implementation of the activities described in Attachment A titled, Medusahead Treatment Project.
4. **GRANT AMOUNT:** Grantee will receive a total amount of \$10,600.00 pursuant to this agreement. The funds provided to the Grantee pursuant to this agreement constitute a grant of money as defined in Utah Code 4-2-8.7 (Invasive Species Mitigation Account Created). Funding may be limited by availability of funds.
5. **GRANT PERIOD:** Effective date: January 1, 2016. Termination date: December 31, 2016.  
 This grant may be terminated earlier than the above termination date for breach of this agreement at the discretion of the Grantor. The termination date may be extended by amendment at the discretion of the Grantor.
6. **PAYMENT SCHEDULE:** Payments to the Grantee shall be made as outlined in Attachment (work plan). *The Grantee is required to submit invoices for work completed before July 1 of each agreement year no later than 10 business days after July 1 of the same year.*
7. **INDEMNIFICATION:** The 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 Grant which are caused in whole or in part by the acts, omissions, or neglect of the Grantee or any of its officers, agents, employees, and volunteers.
8. **SUBCONTRACTS:** The Grantee may subcontract with other individuals or entities to accomplish the purposes stated in this Agreement. If the Grantee is allowed to subcontract, whether or not it chooses to subcontract, the Grantee retains full responsibility for compliance with this Agreement including providing the Grantor with any required reports detailing the use of the Grant monies received.
9. **ASSIGNMENT:** The Grantee shall not assign its benefits or obligations pursuant to this Agreement to any other person or entity. The Grant is NOT transferable.
10. **JURISDICTION:** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties agree to exhaust any administrative remedies provided by law and to submit to the jurisdiction of the State Courts of Utah for any dispute relating to this Agreement or the breach thereof. Exclusive court venue for any legal action relating to this agreement shall be the Third Judicial Court for Salt Lake County, Utah.
11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the Grant, and supersedes all prior and contemporaneous oral or written agreements.

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

Wade B. Bitner 6-14-2016  
 Grantee's Signature Date

Larry Lem 6/22/16  
 Grantor's Signature Date

WADE B. BITNER 6-14-2016  
 Grantee's Name Printed Date

Stephen Gilvie 6/22/16  
 UDAF Administrative Services Date

Robert Huganard 6-21-16  
 Program Manager Date

CONTRACT RECEIVED AND  
 PROCESSED BY  
DIVISION OF FINANCE JUN 28 2016  
 Director of Finance Date

UDAF Contact: Mark Quilter 2016074  
 Phone: 801 538-9905 Email: mquilter@utah.gov

**Project Information Summary**  
**(to be completed by Applicant)**

**Applicant**

Project Name			
Medusahead Treatment Project			
Organization Name (Applicant)		Contact Person (Project Manager)	
Tooele County		Jerry Caldwell	
Mailing Address	City	State	Zip
47 South Main Street	Tooele	Utah	84074
Telephone	Cell Phone	Email	
(435) 843-3459	(435) 830-7273	jrcaldwell@tooeleco.org	

**Fiscal Agent (if different from Applicant):**

Fiscal Agent		Contact Person (Financial Manager)	
Tooele County		Marilyn Gillette	
Mailing Address	City	State	Zip
47 South Main Street	Tooele	Utah	84074
Telephone	Cell Phone	Email	
(435) 843-3140		mgillette@tooeleco.org	

**Must attach latest tax return showing Name, Address, and Federal Tax ID Number (may submit State of Utah Vendor Number in place of tax return). To receive funding from the State of Utah you must have a vendor number which ties received funding to a legal entity. Vendor numbers are linked to Federal Tax ID numbers and associated name and address.**

**The State Vendor Number can be found on copies of previous contracts with the State of Utah.**

*WBS*

# Proposed Project

<b>Project Name</b>		
Medusahead Treatment Project		
<b>Project Location</b>	<b>County</b>	<b>GPS Coordinates * (minimum project center point)</b>
KUC Coon Canyon/Erda Valley	Tooele	40°38'24.25"N 112° 6'23.38"W
<b>Noxious Invasive Weed Targeted</b>	<b>Is treatment within the weed's focus area?</b>	<b>Total Number of Acres to be Treated</b>
Medusahead Rye, Squarrose Knapweed	Yes	50.00
<b>Is this a multi-year/multi-phase project?</b>	<b>If so, what phase is this in the overall project?</b>	
Yes	2	
<b>Description of Proposed Project (include history of project)</b>		
<p>The Medusahead Project began in 2015 when a small amount of Medusahead and 1 patch of Squarrose were found in Coon Canyon in early spring. We began working with KUC and their consultant on a plan to begin treatment. We preformed early GIS work and pulled a group of people together and hand treated approximately 20 acres. While in the area we observed cows grazing in the same area we were treating. our next step is to extend the work area the direction the weed was being found. we were shut down due to weather before running out of the weeds. we also found 4 small patches of Knapweed and 1 patch of Hoary cress on our search for the medusahead This canyon is used for grazing and Elk and Deer herds are fequently seen in the are. These are very high priority weeds in our county and state and need to be addressed as soon as possible. From our mapping and site inspections we have identified significant work needed throughout the area with an increased focus where the cows are moved after being in the infected area. We will be using proven methods which incorporate chemical treatments on noxious weeds and a seeding restoration element to improve rangeland, prevent soil erosion, and provide an improved habitat for wildlife and livestock.</p> <p>We will be working with multiple land owners and governmental entities with combined work days, training them on identification, treatment, safety, and restoration. We also assist with the herbicides, spray equipment and we will also be releasing Bi-control agent in hard to treat areas.</p>		
<b>List planned management/monitoring strategies to maintain proposed treatments in the future:</b>		
GPS New Infestations		
Monitoring - Photo Points		
Spot Spraying New Infestations		
Post-treatment Grazing Rest		

\* A map with the Project Area outlined over satellite/aerial photograph coverage showing treatment areas on the site should also be provided.

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## Future Management Strategies and Timeline for Multi-Year Projects:

[illegible]

ABB

# Budget and Scope of Work

## Budget Table:

Category	ISM Grant	Federal	Other Gov.	Private	Total
Herbicide	\$1,000.00				\$1,000.00
Labor	\$5,000.00		\$1,000.00	\$1,000.00	\$7,000.00
Equipment	\$300.00		\$2,000.00	\$2,000.00	\$4,300.00
Other	\$3,500.00				\$3,500.00
Administration	\$800.00				\$800.00
Totals	\$10,600.00	\$0.00	\$3,000.00	\$3,000.00	\$16,600.00

## Scope of Work/Work Plan:

For each Item on the Work Plan below, you must attach a separate, fully completed treatment page (either Herbicide Application, Biocontrol, Mechanical, or Revegetation page). Select the Treatment Number of the sheets that you filled out for the treatments that correspond to the attached treatment sheet. The costs listed here should reflect the costs that ISM will pay for each treatment.

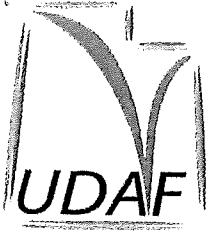
Item	Description of Item Needed or Task to be Performed	Estimated Date	ISM Cost
1	Treatment #1 - Herbicide Application	12/2016	\$7,100.00
2	Treatment #2 - Revegetation Treatment	12/2016	\$3,500.00
3	-		
4	-		
5	-		
6	-		
7	-		
8	-		
9	-		
10	-		
11	-		
12	-		
13	-		
14	-		
15	-		
16	-		
17	Final Report Submitted to UDAF (10% of Total withheld) * Report must include GPS/GIS Data		\$1,060.00
<b>Total</b>			\$10,600.00

Payments will be made based on the above Scope of Work or Work Plan. Design your items so that you will have the cash flow needed to complete the project successfully. For example if you purchase chemicals for an entire season make that separate item with a date when the chemicals are purchased or if you plan on spraying chemical twice during the contract period, but would like to be paid after the first application, create two treatment items. That way you can be paid shortly after the purchase.

\* Also note that 10% of the grant amount will be withheld until a final report is received by UDAF along with GIS coverage of the project(not just a printed map). Please contact Rich Riding or Mark Quilter about how to provide this data, if you do not have access to GIS or a GIS Professional.

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## 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 (Utah Code Annotated 67-16-8) to disclose any conflict of interest you may have relating to your contract /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).
- 5).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements as described in Utah Code Annotated 67-16-8 and 67-16-7.

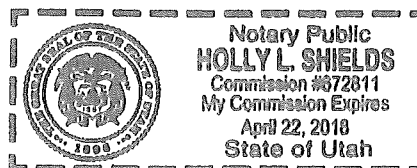
Wade B. Bitner  
Signature

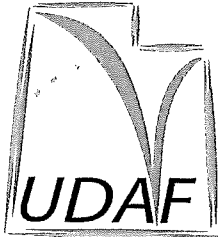
14 JUNE 2016  
Date

WADE B BITNER  
Name Printed

Sworn before me Holly L. Shields on 6-14-16

Holly L. Shields  
Notary of Justice Signature and Seal





UTAH DEPARTMENT OF AGRICULTURE AND  
FOOD

Signature Page for ISM Grants


GRANT NAME:

Tooele County  
Medusa Head Treatment Project

2012074


FUNDING SOURCE: ☒ Regular ISM Funds (1000-1110) ☐ Non-Lapsing Fund

**CONTRACT OR GRANT APPROVAL:** We the undersigned have reviewed this contract and request that it be funded using the Invasive Species Mitigation program funds.

  
\_\_\_\_\_  
Mark Charles Quilter, ISM Contract Officer

Date

6/21/16

  
\_\_\_\_\_  
Rob Hougaard  
Director, Plant Industry Division

Date

6-21-16

This project was selected through the ISM ranking process.



## APPLICATION REQUEST FOR PAYMENT

# UTAH INVASIVE SPECIES MITIGATION FUND

Project Name: **Tooele County Medusahead Treatment**

Contract Number: 161778

Name of Applicant: Tooele County

Address: 47 South Main, Tooele, Utah 84074

Contract Amount: \$10,600.00

Date Inspected: \_\_\_\_\_

## BEST MANAGEMENT PRACTICES INSTALLED

UDAF Approval	Contract Item No.	Practice & Identifiable Unit	Date Completed	Planned Practice Cost	Cost Share Amount to be Paid
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
<b>Total Reimbursement Requested</b>					

I (we) certify that the above information is true and correct; that the identifiable unit for which cost-share is requested was carried out and performed in accordance with the specifications and provisions of the above-numbered contract; and that if more than one participant contributed to the carrying out of the identifiable unit, the cost-share will be divided among the participants in proportion to the extent which they contributed to the carrying out of the identifiable unit, as shown below.

I certify that to the best of my knowledge and belief this application contains no duplication of payment under any state or federal conservation cost-share program and that work done complies with Project Plan practices identified above.

(X) \_\_\_\_\_  
Signature of Applicant or Person Doing Work

Date \_\_\_\_\_

Approval:

I certify that the identifiable unit specified in the above application has been properly carried out, meets the standards of contracted plan.

(X)  
Signature of Fiscal Agent

Date \_\_\_\_\_

Contract Completed:

Dollars Remaining In Contract: \$