



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

FUND: 100 DEPT: 570 UNIT: 4920 APP: SFA EXP: 7303 FUNC: N/A PROGRAM: 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 Street City: Tooele  
State: Utah Zip: 84074- Email: mgillette@toelco.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, Hickman Canyon Watershed Restoration.

4. **GRANT AMOUNT:** Grantee will receive a total amount of \$19,800.00 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, 2017. Termination date: December 31, 2017. 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 MAR 2017                      Scott Jurg                      4/28/17  
Grantee's Signature                      Date                      Grantor's Signature                      Date

WADE B BITNER  
Grantee's Name Printed

[Signature]                      4/27/17  
UDAF Administrative Services                      Date

[Signature]                      3/15/17  
Program Manager                      Date

CONTRACT RECEIVED AND  
Director Division of Purchasing  
PROCESSED BY  
DIVISION OF FINANCE                      MAY 01 2017  
Date  
Director of Finance                      Date

UDAF Contact: Mark Quilter                      2017048  
Phone: 801 538-9905                      Email: mquilter@utah.gov

## **Project Information Summary**

(to be completed by Applicant)

### **Applicant**

Project Name			
Hickman Canyon Restoration			
Organization Name (Applicant)		Contact Person (Project Manager)	
Tooele County Weed Board		Jerry Caldwell	
Mailing Address	City	State	Zip
47 South Main Street	Tooele	UT	84074
Telephone	Cell Phone	Email	
(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	UT	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.**

*AB*

# Proposed Project

<b>Project Name</b>		
Hickman Canyon Restoration		
<b>Project Location</b>	<b>County</b>	<b>GPS Coordinates * (minimum project center point)</b>
Hickman, Ibadah & Tooele Valley	Tooele	40°27'39.18"N 112°25'4.14"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>
common St. Johnswort ( <i>Hypericum perforatum</i> )	Yes	300.00
<b>Is this a multi-year/multi-phase project?</b>	<b>If so, what phase is this in the overall project?</b>	
Yes	5	
<b>Description of Proposed Project (include history of project)</b>		
<p>The Hickman Canyon and Tooele Valley have been our focus area. We have been working on Class 1B and Class 2 weeds that include Common St johnswort, Cutleaf vipergrass, Yellow starthistle, Black henbane and Dyers woad which are all in very small numbers in Tooele County. We held 2 community weed workshops last spring to educate private and public land owners on noxious weeds and all aspects of controlling them where almost 100 people participated. We as a partnership have been finding and treating many acres of noxious weed in these focus areas. We have found over 20 patches of St johnswort in the last 2 years and are experiencing difficulty controlling it and are having to revisit for re-treatments. in 2017 we are going to revisit areas to treat regrowth and inventory new sites. We are contacting previous and new land owners to involve them with education and restoration practices to help get our this area restored to a usable wildlife, grazing, watersheds and reducing fire danger. We expect to work with at least 150 land owners and treat at least 300 acres of noxious weeds in the focus area. Many of the properties we involve are the corridors to access the public land on the Stansbury, Oquirrh and the Deep Creek mountain ranges. From our mapping and site inspections we have identified significant work needed throughout the area (see map) with an increased focus along the drainages for chemical and restoration work. 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>		
<b>List planned management/monitoring strategies to maintain proposed treatments in the future:</b>		
GPS New Infestations	Resource Management Plan	
Monitoring - Photo Points		
Spot Spraying New Infestations		
Monitoring - University Staff		

\* 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:

Management Strategy/Treatment	Implementation Date
Educational meetings	03/2017
EDRR and herbicide treatments	04/2017
Transect and documentation work	05/2017
Seeding, fertilization and restoration work	10/2017

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# Treatment # 1

## Herbicide Application

<b>Herbicide Applied</b>		<b>Adjuvant</b>	
Amine 4 2,4-D		R-11	
<b>Application Method</b>		<b>Application Rate</b>	<b>Units</b>
Boom spray - ATV		2.00	qt/ac
<b>Acres Treated</b>	<b>Approximate Date of Application</b>	<b>Label of Treatment on GIS Data Layer</b>	
300.00	04/2017	Tooele Co EDDMaps Points	
<b>Description of Treatment (please be concise)</b>			
<p>We will begin with our spring training on weed ID, spraying, calibration, safety and mapping in late March. The plan is to involve USU Extension to educate as many small and large acreage landowners on identification and control methods. Then herbicide and EDRR treatments will start in April. We expect to revisit about 100 previously treated acres and chemically treat at over 300 new acres with 2-4,D, Escort, Milestone, Roundup and R-11 or RSSI surfactants depending on weed and location type involving as many as 150 land owners. We will then continue with the herbicide project until the weather allows us to start re-vegetation.</p>			

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# Treatment # 1

## Biocontrol Release

Biocontrol Species Released		Number of Individuals Released
Toadflax stem boring weevil ( <i>Mecinus janthiniformis</i> )		3,000
Number of Points of Release	Approximate Date of Release	Label of Treatment on GIS Data Layer
2	05/2017	biocontrol App
Description of Treatment (please be concise)		
<p>We have been creating a insectary for Dalmatian toadflax in the Carr Fork Wildlife Refuge. The bio control cages need to be moved and restocked every spring. last year we collected over 20,000 bugs which were relocated to other sites and 3,000 were put back in the tents. We are going to continue this until the site collapses.</p>		

# Treatment # 1

## Revegetation Treatment

<b>Preparation Treatment</b>		<b>Seeding Method</b>	
None		Drill, truax	
<b>Seed Mix Name</b>		<b>Seeding Rate</b>	<b>Units</b>
Dryland Pasture		15.00	PLS/ac
<b>Acres Seeded</b>	<b>Approximate Date of Seeding</b>	<b>Label of Treatment on GIS Data Layer</b>	
50.00	11/2017	2017 Tooele Weed Seed	
<b>Description of Treatment (please be concise)</b>			
<p>We are planning our second seeding in Ibapah of approximately 50 acres. This ground will be treated with herbicide in the spring and electric fenced unless other funding sources will allow permanent cross fencing. The soil is very "powdery" so we are going to lightly drill with a grain drill. This is a previously farmed field that we are leaving the islands of sage brush that have encroached in and we are going to use a tackifier on some to see if it will stabilize the soil and seed from moving.</p>			

**Note: It is required that program managers assure that archeological clearances have been performed and all survey section corner markers have been identified, flagged, and protected in treatment areas before any revegetation treatments are implemented.**

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# Budget and Scope of Work

172080

## Budget Table:

Category	ISM Grant	Federal	Other Gov.	Private	Total
Herbicide	\$8,800.00				\$8,800.00
Labor	\$5,000.00				\$5,000.00
Equipment	\$1,500.00				\$1,500.00
Other	\$3,500.00				\$3,500.00
Administration	\$1,000.00				\$1,000.00
<b>Totals</b>	<b>\$19,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,800.00</b>

## 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	11/2017	\$15,300.00
2	Treatment #2 - Revegetation Treatment	11/2017	\$4,500.00
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		\$1,980.00
<b>Total</b>			<b>\$19,800.00</b>

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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Rich Riding <rriding@utah.gov>

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## 2017 ISM Tooele Weed Board Grant Scope of Work

1 message

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**Jerry Caldwell** <jrcaldwell@tooeleco.org>  
To: Rich Riding <rriding@utah.gov>

Thu, Mar 23, 2017 at 4:08 PM

Hello Mr. Riding,

On the category of Other we have \$3000 for seed and \$500 for PPE and safety supplies for a total of \$3500. Thank you for all your help in keeping things straight for us. anything you need just let us know.

Thanks,

Jerry Caldwell

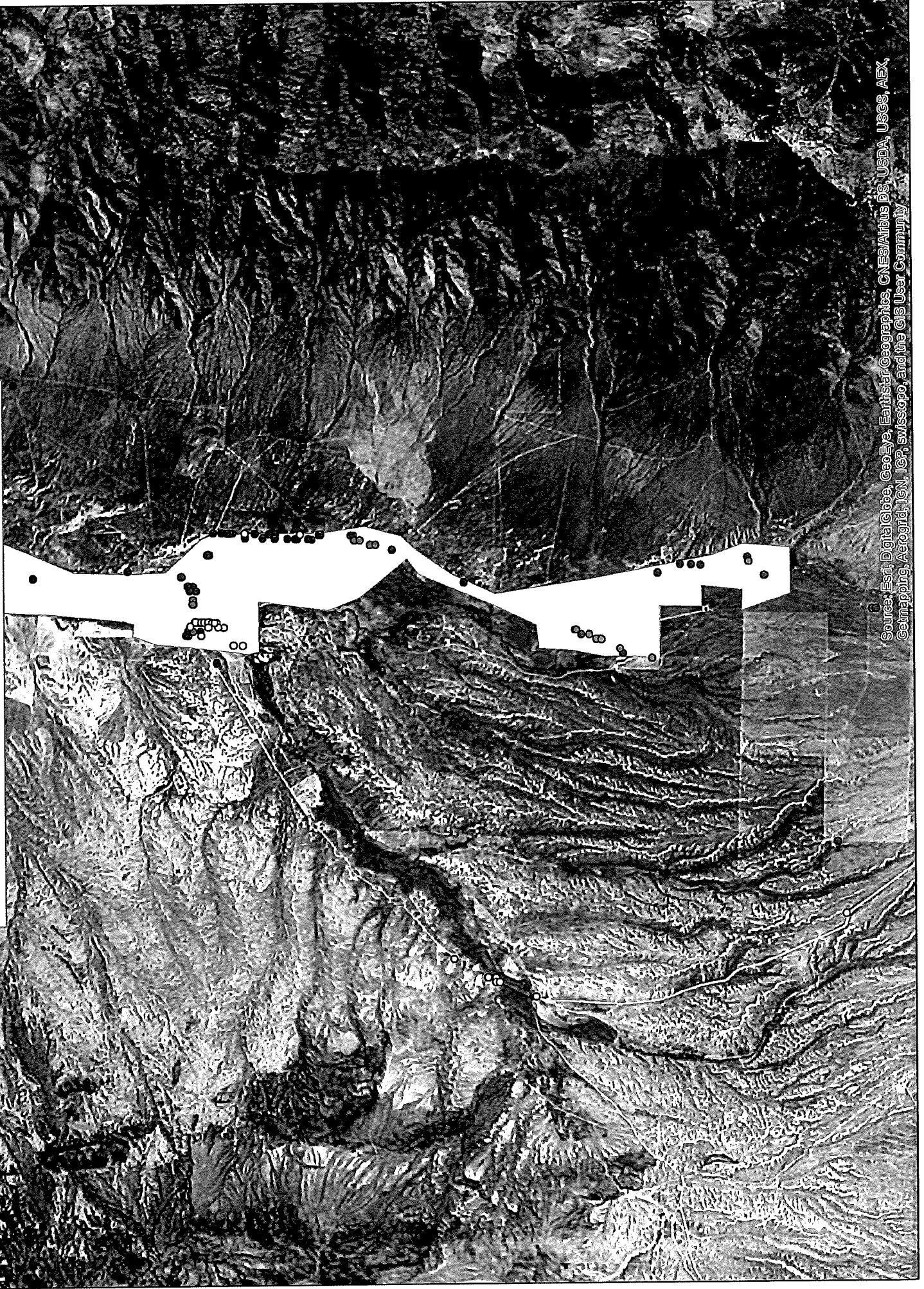
Tooele County Weed Supervisor

47 South Main Street

Tooele, UT 84074

(435)830-7273

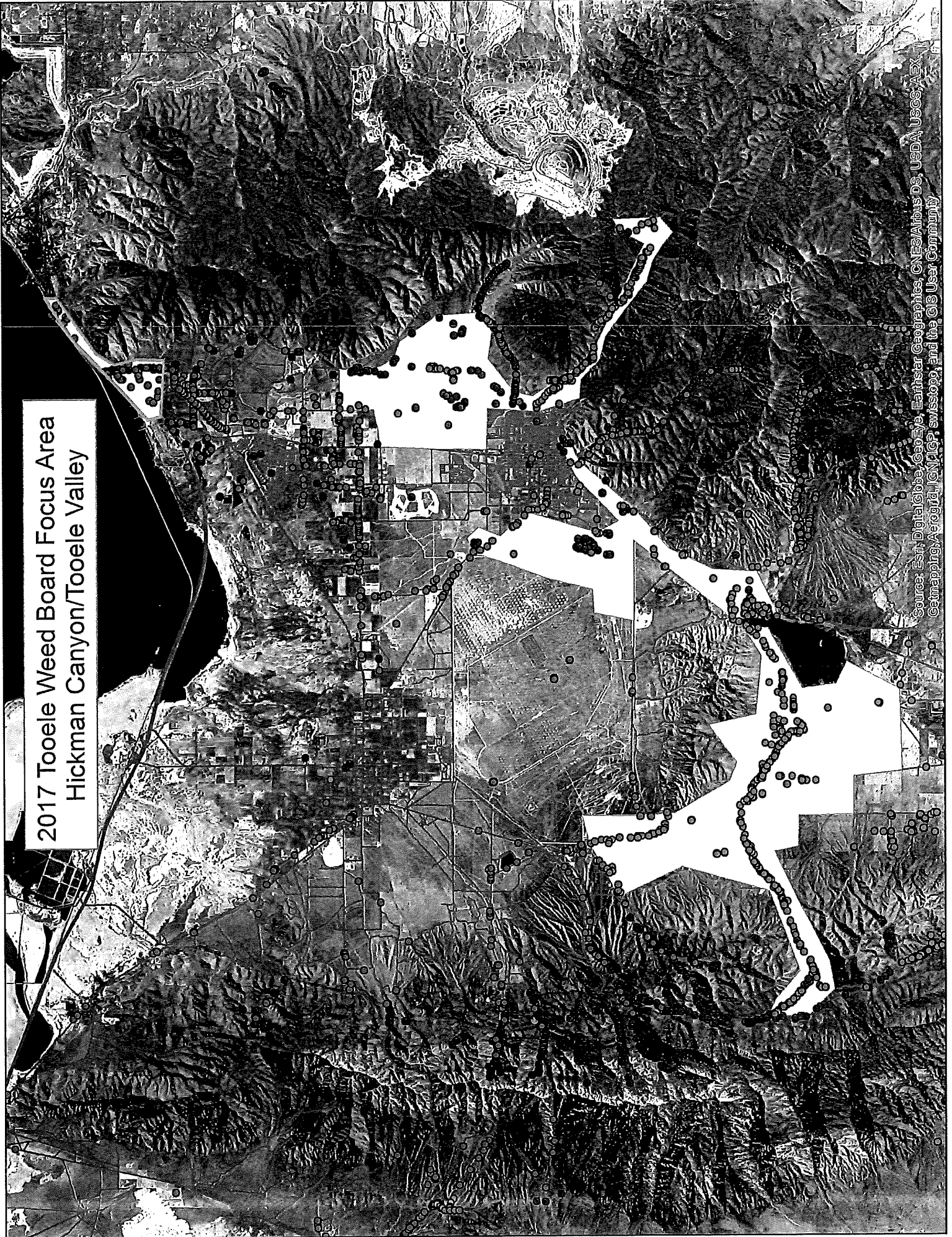
# 2017 Tooele Weed Board Focus Area Ibapah



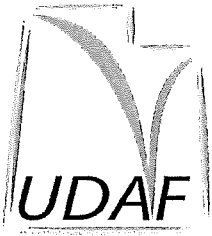
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



2017 Tooele Weed Board Focus Area  
Hickman Canyon/Tooele Valley



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, Aero  
Gmapping, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



## 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.

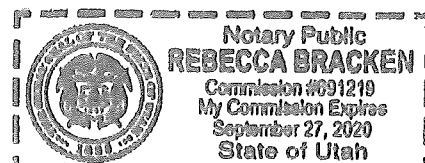
Waide Bitner  
Signature

6 MARCH 2017  
Date

WAIDE B. BITNER  
Name Printed

Sworn before me Waide Bitner on 3.6.17.

Rebecca Bracken  
Notary or Justice Signature and Seal



Dear Successful ISM Grant Recipient,

This is your signed copy of your ISM grant with the Utah Department of Agriculture and Food. Your grant has been approved and you may start work as outlined in the agreement (Attachment B Work Plan).

As you complete the line items of the work plan you can submit payment requests to:

Utah Department of Agriculture and Food  
Attn: Mark Quilter  
PO Box 146500  
Salt Lake City, UT 84114-6500

Please use the attached payment request form to request payments. Notice that the form requires 2 signatures, the person doing or inspecting the work signs the upper signature block and the financial representative requesting the payment signs the lower signature block. If you have any questions please call Mark Quilter at 801 538-9905. An electronic version of the payment request form is available and can be requested by emailing Mark Quilter at: [mquilter@utah.gov](mailto:mquilter@utah.gov).

Thank you for your efforts to control invasive weeds,



Mark Quilter

**APPLICATION REQUEST FOR PAYMENT**



**UTAH INVASIVE SPECIES MITIGATION FUND**

Project Name: Hickman Canyon Watershed Restoration Contract Number: 172080

Name of Applicant: Tooele County

Address: 47 South Main Street, Tooele, Utah 84074

Contract Amount: \$19,800.00 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) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Applicant or Person Doing Work

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

(X) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Fiscal Agent

Contract Completed:  
Dollars Remaining In Contract: \$