

		State Contract # <u>220785</u> Assigned by the Division of Finance or Purchasing
STATE OF UTAH CONTRACT COVER SHEET		
This contract is entered into as a result of: <input type="checkbox"/> The procurement process on Bid /RFP # _____ <input type="checkbox"/> The procurement process on Requisition # _____ FY _____ <input type="checkbox"/> Pre-approved sole source (approval attached) _____ <input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation <input checked="" type="checkbox"/> Contract with other state agency or political subdivision <input type="checkbox"/> Under \$5,000 (total amount for contract period) <input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169 <input type="checkbox"/> Revenue agreement		

1. Agency Name UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY
FIRE, & STATE LANDS

Agency Code 560

2. General Purpose of Contract: Hazardous fuel reduction

3. Contractor Name Tooele County

4. Contract Period: Effective date date of last signature Termination date 9/30/2022
(mm/dd/yy) (mm/dd/yy)

5. Authorized Amount: 7,500

6. Vendor # 18704G

7. Commodity Code(s) 98889

COMMENTS:

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**UTAH DEPARTMENT OF NATURAL RESOURCES
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

		LEGAL STATUS OF CONTRACTOR: LG <input checked="" type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION: Division: <u>FORESTRY, FIRE, & STATE LANDS</u> Office: _____	NAME OF CONTRACT: <u>Terra Right of Way Mowing</u> Name of Contractor: <u>Tooele County</u> Address: <u>47 South Main Street</u> <u>Tooele UT 84074</u> DUNS # (if applicable) _____	

**APPROVAL AND REVIEW SIGNATURES
UTAH DEPARTMENT OF NATURAL RESOURCES**

APPROVAL AND REVIEW OF CONTRACT:

B. T. 11/01/2021
 Program Manager Date

APPROVAL OF FUNDS AVAILABILITY:

Stacy Canell 11/03/2021
 Financial Manager Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- ☒ 1. Vendor Contract - Contractor provides goods or services.
☒ Standard Terms and Conditions used as Attachment A in Contract.
☐ Other approved provisions used as Attachment A in Contract.
- ☐ 2. Subrecipient Contract - Contractor carries out grant program.
☐ Standard Terms and Conditions used as Attachment A in Contract *and*
 DNR Subaward Terms and Conditions used as additional attachment.
☐ Other approved provisions used as additional attachment.
- ☐ 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

Source of Funds:

Contract Allocation Sheet									FFY _____
State/Federal Source	%	CFDA #	Fund	Agency	Unit	Appr Unit	Object	Prog/Func	Amount
			1000	560	1540	RDF		FBWUIWF13	7,500
				560					
				560					
				560					
Totals									

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

COOPERATIVE AGREEMENT

BETWEEN

STATE OF UTAH DIVISION OF FORESTRY, FIRE & STATE LANDS

AND

Tooele County

47 South Main Street, Tooele, UT 84074

INTRODUCTION:

The State of Utah Division of Forestry, Fire & State Lands (The Division) and Tooele County are entering into a cooperative agreement to complete the action items outlined in the Statement of Work (SOW) (See "Attachment B") associated with this agreement.

The Parties agree as follows:

1. The Division will:
 - A. Contract with Tooele County to utilize up to \$7,500 from the pool of funds and services pledged with BLM Community Assistance funding to The Division for hazardous fuel reduction in Tooele County. Funding will be used for right-of-way mowing in the rural town of Terra.
 - B. Execute a cooperative agreement with Tooele County to complete the work in accordance with the SOW.
 - C. The Division will be indemnified and not be held responsible for any damage or liability caused by Tooele County during the project or through negligence of any sub-contracted personnel, or equipment use, during evaluation or implementation of the work outlined in the SOW.
 - D. This agreement expires on September 30, 2022.
2. Tooele County will:
 - A. Mow hazardous fuels in right-of-ways in Terra and provide public notification and coordination between Tooele County and private landowners in Terra as outlined in the SOW (See "Attachment B").
 - B. Provide The Division with a primary contact for this project.

- C. Accept the deliverables identified in the SOW that has been created jointly by Tooele County and The Division. Any changes to the SOW must be agreed upon by FFSL and Tooele County.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Responsible Party Representative
(Tooele County)

James A Welch
James A Welch (Oct 30, 2021 21:16 MDT)

10/30/21

Signature

Date

Utah Division of Forestry, Fire & State Lands
(Finance Manager)

Stacy Canoll

11/03/2021

Signature

Date

Attorney General
(Representative)

Emma Whitaker
Emma Whitaker (Nov 3, 2021 13:21 MDT)

11/03/2021

Signature

Date

Division of Finance

Processed by Finance
Processed by Finance (Nov 5, 2021 10:56 MDT)

11/05/2021

Signature

Date

Utah Division of Forestry, Fire & State Lands
(Deputy Director or Representative)

Jason Curry
Jason Curry (Nov 4, 2021 20:36 MDT)

11/04/2021

Signature

Date

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

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

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 Purchase Order, 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 the parties entering into 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) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) 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.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "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.
 - j) "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.
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 Services 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.
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, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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, dated December 13, 2006, which prohibits unlawful harassment in the work place. 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, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of 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:** Unless otherwise stated in this Contract, 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 either party, upon sixty (60) days written termination notice being given to the other party. 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.

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. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **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, all of which must be in accordance with GRAMA, 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.

20. **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.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery 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.
22. **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.
23. **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.
24. **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 and 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.
25. **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.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **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 (i.e. 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.
28. **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.
29. **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.
30. **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.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts 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.
32. **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.
33. **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.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **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.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes 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:** INTENTIONALLY DELETED
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:** INTENTIONALLY DELETED.
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 limits 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 of this Contract 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.

(Revision Date: 12 December 2019)

Crew name	Tooele County FD	Contact	Dan Walton	(435) 241-0027
Project Name	Terra R.O.W. Mowing	Date Submitted	10/05/2021	
FFSL Contact	Dax Reid	FFSL Contact phone #	(801) 678-1655	

Directions to site:

- Tooele County State Road 199 Between Rush Valley and Dugway.
- Mile Marker 8 on the west side of Johnson's Pass, Skull Valley.

Description and objectives of project:

- This task order requires the Contractor to furnish labor, equipment, supervision, transportation, operating supplies and incidentals.
- Services in this order provide for wildland fire hazard reduction by modifying fuels in and around the Right-of-Way.
 - o Mow all fuels along identified roadsides, throughout county property, and within approved private lands.
 - o Apply herbicide to mowed areas as prescribed by the County Weed Supervisor.
 - o Broadcast a native grass seed mix 40-60 days post herbicide application, and prior to first snowfall.
- Care will be taken to minimize disturbance of soils, livestock, and local residents.
- See attached map "Terra Mowing 2021" for a detailed location of the area slated for work.

County	Location	Site description
Tooele	Rural Community of Terra	Terra roads to include: <ul style="list-style-type: none"> • Sunset Lane • Park Street • Mountain View Street • Valley View Street • Center Street • First Street • County Property around the Terra Fire Station

Operational period and anticipated accomplishment	Date of Last Signature to 9/30/2022 Anticipate completing elements in the SOW prior to agreement and funding expiration. Total Acres Treated = 5.5
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Expected cost	\$7,500
Project code	FBWUIWF13
Grant name	BLM Community Assistance Funding

Specifications and quality control:

- The Contractor is responsible for providing quality control to assure that work complies with contract specifications.
- All mowed areas should be cut to no more than 4" in height.
- Remove garbage before mowing, clean debris off roads post mowing.
- Chemicals shall be applied by a licensed applicator adhering to the label.
- Record personnel and equipment hours of each operational shift, as well as costs of materials.

Safety and hazards:

- Vehicles on roadway
- Mower deck
- Debris in work area
- Chemicals
- Heat/weather related exhaustion
- Livestock
- Terrain/slopes.
- Anyone near or operating a mower, leaf blower, sprayer, OHV or a spreader must be wearing complete PPE as appropriate (earplugs, hard hat, gloves, long sleeves, eye protection, chaps, etc.).

Fire prevention stipulations:

- The Holder or its Contractors will notify the Division of Forestry, Fire and State Lands of any fires and comply with all rules and regulations administered by the The Division concerning the use, prevention and suppression of fires on private lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The Holder or its Contractors may be held liable for the cost of fire suppression, emergency stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the Holder or its Contractors. The Holder or its Contractors will:
 1. Ensure all internal and external combustion engines are equipped with a qualified spark arrester that is maintained and not modified.
 2. Maintain and clean all equipment and vehicles regularly to remove oil and flammable debris buildup.
 3. Vehicles with catalytic converters will be parked on areas free of vegetation.
 4. Any other spark-producing equipment or tools will be operated in an area free of vegetation or on a spark-proof surface large enough to contain all sparks.
 5. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles.
 6. Initiate fire suppression actions in the work area to prevent fire spread to adjacent lands. If a fire spreads beyond the capability of workers with the stipulated tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 7. Notify the Northern Utah Interagency Fire Center at 801-908-1901 immediately of the location and status of any escaped fire or call 911.
 8. Notify the The Division Fire Warden immediately of the incident.
- The Fire Warden will notify the Contractor of any additional precautions that must be taken due to weather conditions or high fire danger, including full work stoppage.

Surface disturbance:

All-terrain-vehicles may be used within project areas as long as vehicle use does not create a visible trail. All created visible trails and/or ruts will be reclaimed at the expense of the Contractor. Public or private access roads damaged by the Contractor shall be restored at the Contractor's expense to the same condition they were in at the commencement of work. Roads must remain free of debris during treatment in order to allow public access along these roads. Once the treatments are completed, debris must be completely removed from all roads within and around the project area.

Additional comments:

- Estimated project acreage: 5.5 Acres

Contact information:**Contacts**

Name	Title	Cell #	Email
Dax Reid	WUI Coordinator	(801) 678-1655	daxreid@utah.gov
Brian Trick	Area Manager	(385) 214-5269	bctrick@utah.gov
Dan Walton	Fire Warden	(435) 241-0027	dwalton@utah.gov

Emergency and medical information:**Contacts**

Name	Title	Cell #	Email
911 Center	Tooele Dispatch	(435) 882-5600	tdispatch@tooeleco.org
Dan Walton	Fire Warden	(435) 241-0027	dwalton@utah.gov
Gerald Neil	Terra Fire Chief	(435) 830-8347	Gerald.neil@yahoo.com

Medical facilities

Name	Address	Phone #	Mileage
Mountain West Hospital	2055 N Main St, Tooele, UT 84074	(435) 843-3600	32.1
U of U Burn Center	50 Medical Dr N #4, SLC, UT 84132	(801) 581-2700	67.3

Attachments:

Map: Terra Mowing 2021



Terra Right of Way Mowing - 7,500

Final Audit Report

2021-10-31

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