



2015026

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Department of the State of Utah:
Utah Department of Agriculture and Food Plant Industry & Conservation referred to as STATE, and the following
Department Name Division

CONTRACTOR <u>Castleland RC & D</u>		LEGAL STATUS OF CONTRACTOR
Name		<input type="radio"/> Sole Proprietor
<u>PO Box 1114</u>		<input type="radio"/> Non-Profit Corporation
Address		<input type="radio"/> For-Profit Corporation
<u>Castledale</u>	<u>UT</u>	<input type="radio"/> Partnership
City	State	<input type="radio"/> Government Department
<u>Mistie Christiansen</u>	<u>435-749-1593</u>	
Contact Person	Phone Number	Email <u>mistie.christiansen@castl</u>
<u>VC 81370A</u>	<u>99999</u>	
Federal ID#	Vendor Number	Commodity Code(s)

2. GENERAL PURPOSE OF CONTRACT: Control, mitigate or eradicate plant species designated as noxious and invasive by the Utah Weed Control Act. Rehabilitate areas that have been invaded with native plant species.

2a. PROJECT NAME:

Whiskey Canyon to Clear Creek

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# N/A N/A, FY N/A, Bid# N/A, or a pre-approved sole source authorization (from the Division of Purchasing) # SS N/A.

4. CONTRACT PERIOD: Effective date 7/1/2014. Termination date 6/30/2015, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) NO

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$17,144.00 for costs authorized by this contract. Additional information regarding costs: N/A

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Application & Award Letter

Any conflicts between Attachment A and 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 # N/A, dated N/A.

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

CONTRACTOR

STATE OF UTAH

Roger Barton
Contractor's Signature

Scott EUS
Commissioner LuAnn Adams or Designee

Roger Barton Mistie Christiansen Castleland RCD
Contractor's Name Vice Chair

Olue Mounter 7/18/14
UDAF Administrative Services

CONTRACT RECEIVED AND PROCESSED BY JUL 23 2014
DIVISION OF FINANCE Director, Division of Finance

<u>Mark Quilter</u>	<u>801-538-9905</u>	<u>801-538-9436</u>	<u>mquilter@utah.gov</u>
Department Contact	Phone Number	Fax Number	Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

150357

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
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. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability 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 CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 14. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**
- 14.1 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, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
- 14.2 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the 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.
- 14.3 If a notice is delivered under paragraph 1 or 2 of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
- 14.4 Notwithstanding any other paragraph or provision of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **INSURANCE:** Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.
18. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
19. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

20. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
21. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
22. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
23. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
24. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
25. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will 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 may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
26. **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 may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
27. **PROCUREMENT ETHICS:** The 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 or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who 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 (63G-6a-2304.5, Utah Code, as amended).
28. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
29. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 7 Jan 2014)

ATTACHMENT B

Budget and Scope of Work
Budget Table:

Category	ISM Grant	Federal	Other Gov.	Private	Total
Herbicide	\$ 3,700	\$ 300	\$ 1,300	\$ 900	\$ 6,200
Labor	\$ 11,524	\$ 2,640	\$ 11,660	\$ 3,516	\$ 29,340
Equipment		\$ 1,614	\$ 5,666	\$ 3,204	\$ 10,484
Other (biological)	\$ 650			\$ 550	\$ 1,200
Administration	\$ 1,270				\$ 1,270
Totals	\$ 17,144	\$ 4,554	\$ 18,626	\$ 8,170	\$ 48,494

Scope of Work/Work Plan:

Item	Description of Item Needed or Task to be Performed	Est. Date	Cost
1	Year 1, Purchase five gallons milestone @ \$400/gal. (application rate = 7 oz/acre) and 2 gal Chapparral @ \$850/gal (application rate 2.5 oz./acre) for spray of noxious weeds in 3,800 acres over three years.	July 2014	\$3,700
2	Year 1, field crew accesses interior of 3,800 acres to map location, infestation size and density of weeds in the three phase spray area and note presence of <i>Rhinocyllus</i> spp. in musk thistle. Crew will eradicate small infestations of weeds encountered during mapping.	July 2014	\$7,924
3	Year 2, field crew returns to photo monitoring points established in Year 1 area to quantify weed infestations and document conditions.	June-July 2015	\$1,200
4	Year 3, field crew returns to photo monitoring points to quantify weed infestations and document conditions in Year 1 & 2 spray areas.	June -July 2016	\$1,200
5	Year 3, purchase biological control	October 2017	\$ 650
6	Year 4, field crew returns to six photo monitoring points to quantify weed infestations and document conditions in Year	June - July 2017	\$1,200

ATTACHMENT C
Project Information Summary
 (to be completed by Applicant)

150357

Applicant

Project Name			
Whiskey Canyon to Clear Creek			
Organization Name (Applicant)		Contact Person (Project Manager)	
Skyline CWMA		Robert Aycock	
Mailing Address		City	State
P.O. Box 1114		Castle Dale	UT
Telephone	Cell Phone	Email	
	801-580-6553	reaycock@hotmail.com	

Fiscal Agent (if different from Applicant):

Fiscal Agent		Contact Person (Financial Manager)	
Castleland Resource Conservation & Development Council		Mistic Christiansen	
Mailing Address		City	State
P.O. Box 114		Castle Dale	UT
Telephone	Cell Phone	Email	
435-381-2300 x 101	435-749-2169	Mistic.Christiansen@ut.nacdnet.net	

Federal Tax ID for Castleland RCD is 87-0487394 and the Utah Vendor Number is 81370A.

	1, 2, & 3 spray areas and release biological control in six predetermined locations.		
7	Final Report Submitted to UDAF * Report must include GPS/GIS Data	Sept 2017	10%

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. That way you will be able to 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.

Proposed Project

Project Name		
Whiskey Canyon to Clear Creek (6 square miles of private land)		
Project Location	County	GPS Coordinates * (minimum project center point)
T. 13 S., R. 7 E. Sections 19, 20, 21, 29, 30, and 32	Carbon County	39°39'20.68" N, 111°10'19.30" W
Noxious Invasive Weeds Targeted	Number of Acres to be Treated:	
Oxeye Daisy, Yellow Toadflax and Musk Thistle	3,800 acres	
Description of proposed project		

The Skyline CWMA identified the area as a project in January 2013 and a spray day was held on July 23, 2013. The cooperators included USFS, DOGM, BLM, Carbon County, Clear Creek Homeowner's Association, Questar Gas and the landowners, the Hammond Family Trust and the Oman Trust. The 2013 project allowed land management agencies and the county access to the private land to observe infestations of weeds. This project builds on that earlier spray day and is supported by the Skyline CWMA, see minutes March 5, 2014.

The Whiskey Canyon to Clear Creek Canyon project area encompasses 6 square miles in Carbon County, that are privately held. The project area is bordered on the west by the Manti La Sal National Forest. The project area is bordered on the east by State Road 94 along Mud Creek and on the North by State Hwy 264 in Eccles Canyon. The project area is the watershed for the Clear Creek town and is tributary to Scofield Reservoir. The project area is accessed from the East by private roads up Finn Canyon, Boarding House Canyon, and Slaughter House Canyon. The area is accessed from the North by a private road up Whiskey Creek to the reclaimed White Oak Mine. The project area also includes an additional 10 acres associated with the White Oak Mine that is situated on the Union Pacific Railroad tracks one mile north of the intersection of Hwy 264 and State Road 94. Noxious weeds likely to be encountered in the project area are yellow toadflax, oxeye daisy, musk thistle, dyer's woad, Canada thistle and houndstongue. This grant application emphasizes yellow toadflax, oxeye daisy, and musk thistle, but will include treatments for the other noxious weeds encountered as well.

Map 1 shows the project area in Google Earth. In the first year, small, outlier infestations of oxeye daisy, yellow toadflax and musk thistle found within the 3,800 acre area will be mechanically treated by using a student crew under the direction of Mr. Chad Dewey, Natural Resource Department Director of Snow College. The crew will use GPS technology (providing a .gpx shape file) to determine location of treated infestations and will use quantitative evaluation (buffered point system) to document severity of all weed infestation. Mr. Dewey has estimated a cost of \$7,923 in the first year for mechanical treatment of outlier infestations and buffered points for all infestations within the 6 square mile area (3,800 acres).

Larger infestations of oxeye daisy, yellow toadflax and musk thistle identified by the mapping crew will be chemically treated by the landowners and by the Skyline SCWMA. The area planned for treatment in 2014 is shown on Map 2 in both green and pink. Robert Aycock will also hire and outfit with backpacks a 3 person crew for three days to back pack spray areas. SCWMA and landowners will note treated areas using GPS or the EDDMapS software. The area planned for treatment in years 2 and 3 will be drawn after the Snow crew mapping is completed. The Skyline CWMA will continue treatments in years 2 and 3. Second and third year treatments will focus on large, high density infestations determined by the mapping.

The Snow College student crew will monitor sprayed areas for three years. They will establish six monitoring points to return to each year; one in each Section. Belt transects will be used to measure weed densities and line-point intercepts will be taken to measure weed cover for each point. Landscape photos will also be included for each point for the final report.

Rhinocyllis conicus were not thought to persist at high elevations, but were found to complete one life cycle in the first bloom at an elevation of 9,000 ft in 2013 the White Oak mine (see attached photo). Integrated Weed Control experts note, however, that the R. conicus weevil is ubiquitous and does not need to be released. Therefore, in the fourth year, the student crew will only release the toadflax flower beetle Brachypterolus pulicarius for control of the Yellow Toadflax at the six monitoring locations (one in each section).

The 3,800 acres of privately owned, undeveloped, wildlife range land is at an elevation of 8,400 to 9,200 ft. and is the watershed for the town of Clear Creek and tributary to Mud Creek and Eccles Creek a class A fishery. Mud Creek flows into Scofield Reservoir. The project area has been disturbed by a surface coal mine (48 acres), logging activity and associated roads, gas well developments, and a Questar gas pipeline. The cumulative disturbance has brought a seed source that has become established on road sides and in disturbed areas. Control of this weed source will benefit the function of the watershed and make the land more productive for wildlife.

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

A total of 100 possible points will be assigned to each project based on the following criteria. The ability to bring multiple partner support and additional outside funding to the project will increase the likelihood of funding.

Ranking Score

Proposed Project



30 Points
Possible

Early Detection Rapid Response(EDRR) Focus Species:

Project is targeting an invasive weed species which has been identified by the Utah Department of Agriculture and Food as an invasive species of concern for FY2014. These invasive species are: (not listed in order of importance)

Common crupina	Crupina vulgaris	Garlic mustard	Allaria petiolata
African rue	Peganum harmala	Purple starthistle	Centaurea calcitrapa
African Mustard	Brassica tournefortii	Goatsrue	Galega officinalis
Small bugloss	Anchusa arvensis	Giant reed	Arundo donax
Mediterranean sage	Salvia aethiopis	Japanese knotweed	Polygonum cuspidatum
Spring millet	Milium vernale	Oxeye daisy	Leucanthemum vulgare
Syrian beancaper	Zygophyllum fabago	Vipers bugloss, blueweed	Echium vulgare
Scotch broom	Cytisus scoparius	Elongated mustard	Brassica elongata
Plumeless thistle	Carduus acanthoides	Common St. Johnswort	Hypericum perforatum
Malta starthistle	Centaurea melitensis	Sulfur cinquefoil	Potentilla recta
Cameithorn	Alhagi maurorum	Other justifiable species (please list below and explain justification)	

Locations of EDRR weeds must either be entered into EDDMaps (eddmmaps.org) or provide point data (shapefile or gpx file). The invasive population data must be included with the application.

Noxious weeds that are known to occur in the project area include yellow toadflax, oxeye daisy, musk thistle, dyer's woad, Canada thistle and houndstongue.

Yellow toadflax, oxeye daisy and musk thistle have been targeted by the Skyline CWMA as species of concern. In Sanpete, Emery, and Carbon counties, Yellow Toadflax and oxeye daisy are EDRR weeds in Carbon County. They were found in our project area last year. These weeds can spread in all directions into public and private forest ecosystems. Now is the time to eradicate yellow toadflax and oxeye daisy near Clear Creek and surrounding lands, before the weed becomes unmanageable.

Yellow toadflax and oxeye daisy are known to exist in the project area. The extent of yellow toadflax and oxeye daisy infestation is not known and will be mapped with this project. Biological control of toadflax will contribute to its control in the project area which is tributary to Scofield Reservoir.

Skyline CWMA has been working cooperatively for several years to treat Musk Thistle infestations on the Wasatch Plateau. Carbon County has been treating roadsides in the Clear Creek/Scofield area for musk thistle and dyer's woad, but private roads are not ordinarily accessible to the County. South of the project area, within the Manti La Sal, a musk thistle control project is ongoing in the watersheds tributary to Electric lake (Map 3).

Musk thistle is invading from the USFS onto the 48 acres of disturbance associated with the reclaimed mine site and is increasing on the reclaimed disturbed area. Musk thistle threatens to reduce productivity of the range and watershed. Houndstongue and dyer's woad have also been identified on the mine site and need to be controlled.

Ranking Score

20 Points
Possible

Multiple Partner Involvement:

Project involves multiple stakeholders, such as a Cooperative Weed Management Area (CWMA). This includes support from private landowners in the proposed project area. Are there matching funds allocated by other agencies which have been specifically assigned to this project to increase the likelihood of success with the proposed project?

The project is supported by the two landowners: the Hilda M. and Robert G. Hammond Trust and the Milton A. Oman Trust. The project manager is a member of the Hilda M. and Robert G. Hammond family.

The Hammond family will hire a crew of 4 for 2 - 4 days in June-July and purchase 3 or 4 new backpack sprayers and purchase chemicals.

The project is sponsored by the Skyline CWMA and SCWMA member organizations including Emery County will participate. The Carbon County Weed Supervisor, Mike Johnson, has agreed to participate and contribute County labor and a truck with spray rig for the spray day on July 9, 2014.

The USFS, Corinne Dalton, has agreed to participate and contribute ATV spray rigs along the USFS boundary of the project area on July 9, 2014.

The Division of Oil, Gas & Mining will contribute labor and chemical for back pack spraying within the mine site boundary in June and on July 9, 2014.

The Clear Creek Homeowner's Association has agreed to contribute towards the purchase of chemicals.

Snow College will volunteer time and materials to release the biocontrol agents on year 4 (\$550 value).

Damage Reduction:

The project will have a positive impact to rehabilitate an area that:

- is infested with or impacted by an invasive species,
- has a fuel load that may contribute to a catastrophic wildland fire,
- or prevent catastrophic wildland fire through land restoration in a watershed.

The project area borders the Manti La Sal National Forest and is approximately 1.5 miles north of the area impacted by the Seeley fire. The project provides access to private holdings on the US Forest boundary. Some of the privately held land has been logged. Most of the land is susceptible to fire. The watershed will be enhanced by control of the yellow toadflax, oxeye daisy and musk thistle and other noxious weeds.

Oxeye daisy and yellow toadflax are EDRR weeds that could spread rapidly into the Seeley fire rehab area and the 48 acres of reclaimed mined land. Controlling weeds will not only minimize their spread, but also remove competition with native grass and forb in their early stages of establishment.



20 Points
Possible

Ranking Score



10 Points
Possible

Relationship to other Management Plans: Project will help meet specific goals and objectives and/or management opportunities identified in other planning or assessment documents. Some examples of plans: State weed management plan, county weed management plans, CWMA weed management plans, allotment and/or grazing management plans, species/game management plans, wildlife management unit plans, CRMPs, forest management plans, watershed/TMDL plans, fuel/fire management plans, etc.

The project supports the SCWMA management plan as outlined on the 2014 SCWMA Project Schedule, ie. the White Oak mine spray day July 9, 2014, Priscilla Burton, Robert Aycock, Mike Johnson project contacts.



10 Points
Possible

Monitoring and Future Management: Monitoring shall include at a minimum Photo Points and GPS points with the approximated weed population sizes for the treatment area. Project proposal includes details on future management that will ensure the long term success of the project. This may include: post-treatment grazing rest and/or management plans/changes, wildlife herd/species management plans, ranch plans, conservation easements or other permanent site protection plans, resource management plans, forest plans, etc.

The project provides six monitoring points to return to each year; one in each Section. Belt transects will be used to measure weed densities and line-point intercepts will be taken to measure weed cover for each point. Landscape photo points will also be included for each point.

The project will provide a digital map of the GPS location and estimated size of all known noxious weed infestations and shapefiles of that information to the UDAF.

Ranking Score

10 Points
Possible

Biological Control: Project contains a biological control method for controlling the target weed species. Planning and release of biological control agents to be coordinated with APHIS and UDAF.

The project will provide for release of biological control after a three year spray effort and in consultation with APHIS and UDAF. The species considered appropriate for biological control is the toadflax flower beetle *Brachyterolus pulicarius* for control of the Yellow Toadflax at the six monitoring locations (one in each section).

100 Points
Possible

Scores should reflect the ranking committee's opinion on the adequacy, quality and completeness of the project's future management strategy as outlined in the proposal.

In the unlikely event that the ranking scores are tied, the following will be used to further validate the proposed projects to break the ties:

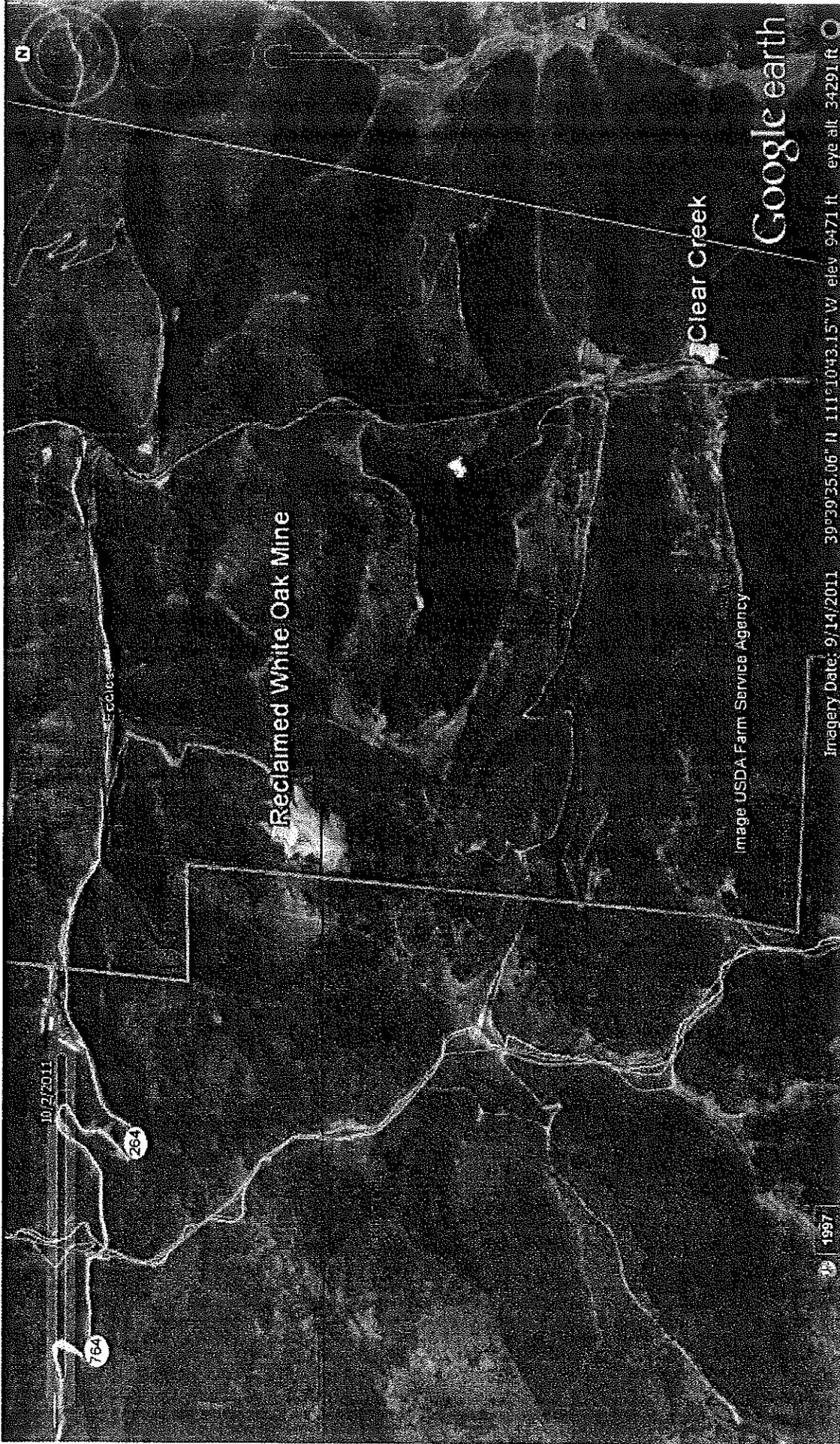
Project Administration Costs:

Projects with lower administration costs (less than the allowable 10%) will be given preference.

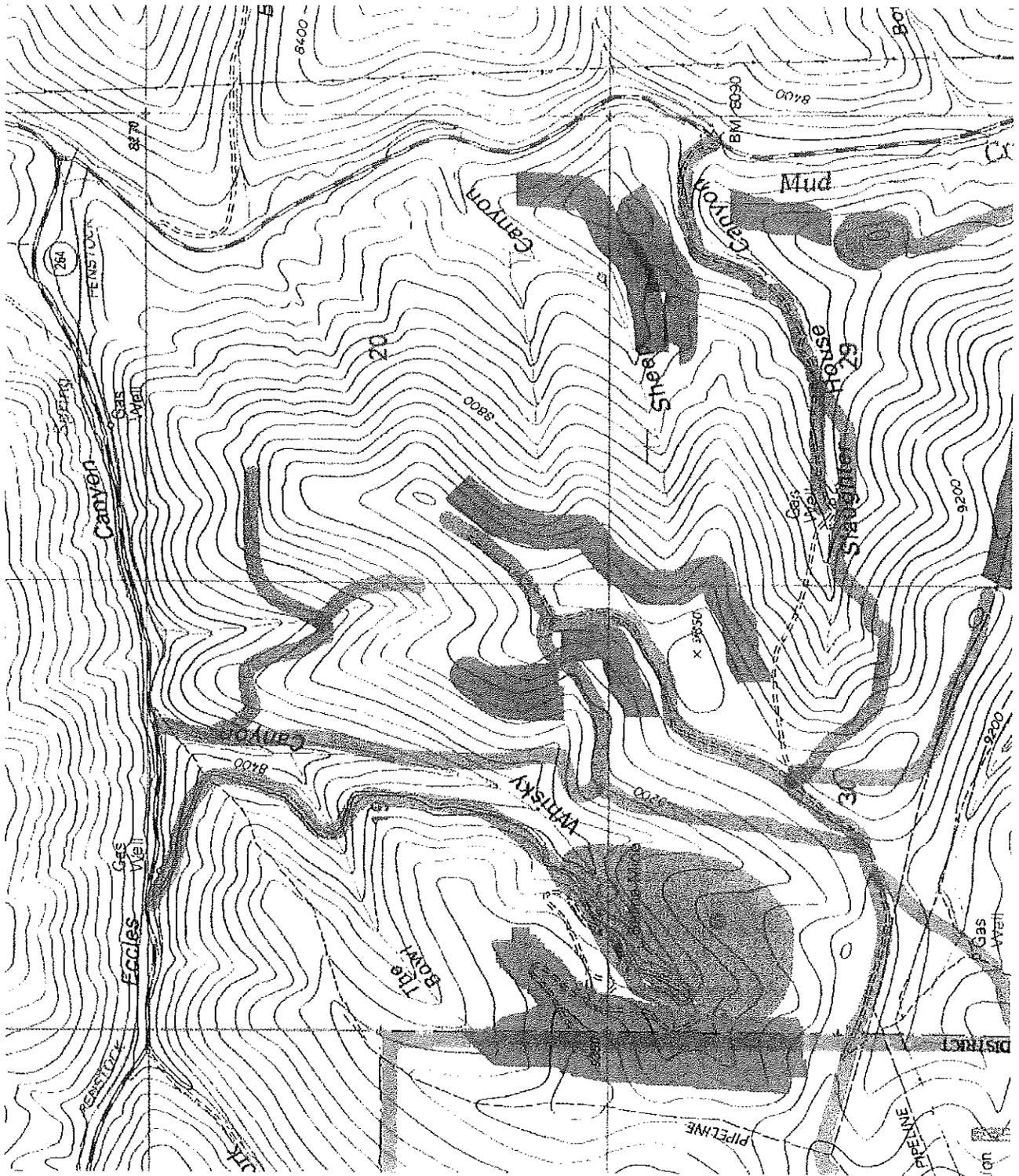
Enhanced Project Monitoring:

Project includes intensive monitoring that will measure more specifically the outcomes than just qualitative monitoring, GPS and Photopoints. Enhanced monitoring may include for example the following methods which are utilized by the NRCS.

- a. Line-point intercept (plant cover and composition)
- b. Canopy and Basal gap intercept (weed invasion and erosion)
- c. Belt test/line intercept cover (for invasive species)



10 of 10





State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Agriculture and Food

LUANN ADAMS
Commissioner

KYLE R. STEPHENS
Deputy Commissioner

ROBERT L. HOUGAARD
Plant Industry & Conservation Director

150357

June 19, 2014

Robert Aycock

Skyline CWMA

PO Box 1114

Castledale, Utah 84513

Dear Robert Aycock,

RE: Invasive Species Mitigation (ISM) Grants

The ISM Ranking Committee met and reviewed all of the applications that were submitted for consideration for the Invasive Species Mitigation(ISM) Grants. The committee reviewed 81 proposals for a total of \$ 2,269,345.00 in requests, with only \$ 1,600,000.00 being available for consideration.

I am happy to inform you that your grant proposal Whiskey Canyon to Clear Creek, which was submitted for the amount of \$17,144 has been approved for \$17,144 for the FY2014-2015 funding cycle. This represents a 0% reduction in funding from your original proposal.

The terms and conditions of the project will need to be completed by June 30, 2015 with a final report submitted no later than July 1, 2015. The Department will withhold 10% of the contract amount until the final report for the project is submitted.

If you have any questions, please feel free to contact Rich Riding at 801-538-7186 or 801-602-1961.

Sincerely,

Robert L. Hougaard,

Director, Plant Industry and Conservation

Cc: Luann Adams, Commissioner

Stephen Ogilvie, Director, Division of Administrative Services

Mark Quilter, Contracting Officer



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). Administrative Assistant to Resource Coordinator for 5 Conservation Districts including San Juan CD who is affected by this contract
- 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.

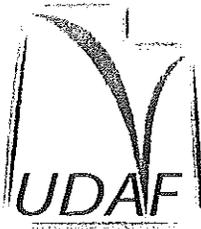
Mistie J. Christiansen
 Signature
Mistie J. Christiansen
 Name Printed

08/19/13
 Date

Sworn before me 19th August 2013 on _____.

[Signature]
 Notary of Justice Signature and Seal





DECLARATION OF CONFLICT OF INTEREST

FOR CONTRACTED OR GRANTED OBLIGATIONS WITH THE UTAH DEPARTMENT OF AGRICULTURE AND FOOD

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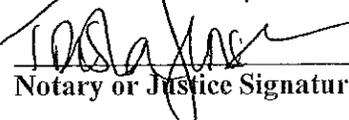
- 1). Resource Coordinator for 5 conservation districts. San Juan CO is affected by this contract.
- 2). I serve as a committee member on San Juan CWMA - representing Castleland RLD
- 3). Assist Conservation Districts & NRPS with Colorado River Salinity Control Program if & when it affects San Juan County.
- 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.


 Signature
 Roger B. Barton
 Name Printed

8-14-2013
 Date

Sworn before me 19th of August 2013 on _____.


 Notary or Justice Signature and Seal





UTAH DEPARTMENT OF AGRICULTURE AND
FOOD

Signature Page for ISM Grants

GRANT NAME: Castleland RCSD 2015026
Whisky Canyon

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

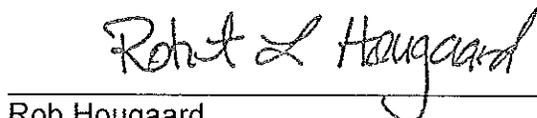
CONTRACT OR GRANT APPROVAL: We the undersigned have reviewed this contract and request that it be funded using the Invasive Species Mitigation program funds.



Mark Charles Quilter, ISM Contract Officer

7-18-14

Date



Rob Hougaard
Director, Plant Industry Division

7/12/14

Date

This project was selected through the ISM ranking process.

