DAGGETT COUNTY COMMISSION AND RDA MEETING AGENDA
Tuesday, June 9, 2026 AT 9:00 A.M.
Daggett County Courthouse (95 North 1st West; Manila, UT 84046)
Public Access Is Available Through Electronic Means At
meet.google.com/ewi-tjqt-axg

9:00 A.M. STANDING BUSINESS FOR DAGGETT COUNTY COMMISSION & RDA

A. Welcome And Introduction Of Those Attending Electronically By Name
B. Invocation And Pledge of Allegiance
C. Motion To Go In And Out of Redevelopment Agency Meeting
D. Review of Minutes
E. Issues Updates – Discussion Only
   a. Redevelopment Agency (RDA)
   b. Municipal Building Authority
   c. Affordable/Workforce Housing
   d. EMS/EMT Sheriff's Office Updates
   e. Airports
   f. Clinic Updates
   g. Roads
   h. Code Enforcement Issues
   i. Legislation
   j. Tourism
   k. Citizen Comments - 5 minutes
F. Cash Summary Report & Accounts Receivable Report
G. Open Invoice Register & Reimbursement Register
H. Disbursement Summary
I. Correspondence
J. Commission Calendar Review

DAGGETT COUNTY COMMISSION POLICY AND LEGISLATION

1. 9:30 AM Recess For MBA Meeting.
2. Discussion And Consideration Of Cooperative Agreement Between The Utah Division Of Forestry, Fire And State Lands (FFSL)
3. Discussion And Consideration Of Purchase Request & Sole Source To Rood Solutions In The Amount Of $13,446.90 For Road Department
4. Discussion And Consideration On Changes With Easement Location Within The County Airport Property For The Town Of Manila's Sewer Distribution Project
5. Discussion And Consideration Of Invasive Species Mitigation Grant Agreement In The Amount $28,750.00 For Burch Springs Draw
6. Discussion And Consideration Of Invasive Species Mitigation Grant Agreement In The Amount $9,080.00 For Crouse Canyon Pot Creek
7. Discussion And Consideration Of IT Purchase Order For Printers In The Amount Of $5,385.61 To Dex Imaging
8. Discussion And Consideration Of Purchase Order For The Sheriff's Office For New Radar Units In The Amount Of $5,679.92 To Kustom Signals Inc.
9. Open & Award Of Bids On Surplused Trucks From The Sheriff's Office
   Closed Session For Discussion Of Items Permitted By §52-4-205 Of State Code**

REDEVELOPMENT AGENCY (RDA) POLICY & LEGISLATION

a) Closed Session For Discussing Of Purchase, Exchange, Or Lease Of Real Property.

COMMITTEE/MAINTENANCE REPORTS

1) Mechelle Miller – Dept. Of Public Safety – Emergency Management
2) Justice Court Updates
3) Board And Committee Updates
4) U.S. Forest Service Updates

Notes: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Larinda Isaacson at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

**Pursuant To § 52-4-205 of State Code Closed Session Is For The Purpose Of Discussing The Character, Professional Competence, Or Physical Or Mental Health Of An Individual; Collective Bargaining; Litigation, Purchase, Exchange, Or Lease Of Real Property.

Draft Minutes of the Meeting of the Daggett County Commission and the Daggett County Redevelopment Agency held on **Tuesday June 2, 2026** in the Commission Chambers in the Daggett County Courthouse at 95 North 1st West in Manila, Utah and through electronic means. Commissioner Matt Tippets, Randy Asay and Jack Lytle attended in person. Auditor Keri Pallesen and Clerk Larinda Isaacson attended virtually. Attorney Kent Snider attended in person. The meeting was called to order at 9:01 am by Commissioner Tippets. The invocation was given by Peggy White. Commissioner Tippets then led those in attendance in the Pledge of Allegiance.

Present In Person: Bryan Gibson, Cordell McCracken, Mike Musselman, Mayor Kathi Knight

Present Online or by Phone: Jeffrey McCarty with SurRise Engineering

Motion to Go In and Out of Redevelopment Agency (RDA): Commissioner Lytle moved to go in and out of the Redevelopment Agency (RDA) Meeting Agenda. Commissioner Tippets seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioners Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Citizen Comment: Mike Musselman addressed the commission to express his intention to file a formal appeal regarding the RV Dump. During the subsequent discussion, clarification was sought concerning the requirement for filings to be submitted "in triplicate," and the existence of a filing fee was noted. The appeal process was reviewed in detail. Mayor Knight pointed out that the RV Dump had been the subject of three prior public meetings, during which no opposition was voiced.

Approve Minutes: Minutes from the May 26, 2026 Commission and RDA Meeting were provided by the Clerk's Office for review by the Commissioners. Commissioner Lytle motioned to approve the minutes from May 26, 2026 Commission and RDA Meeting with the correction of Wednesday be changed to Tuesday. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Issue Updates

RDA: Discussions were held regarding sewer and water services with the RDA concerning their potential development plan. This included an evaluation of the sewer system's capacity, specifically focusing on the collection infrastructure and the treatment plant. A meeting with engineers took place yesterday to review these details. Following this, engineers have begun outlining the requirements for system expansion. This work incorporates developer feedback regarding their specific plans and explores financing options, including the

developer-related PID (Public Infrastructure District) currently under consideration by the town. It is anticipated that this will be addressed next week as it pertains to Joe Mack.
The county is also assessing impact fees and other logistical requirements as the project progresses. Ongoing coordination with the town is essential to align with their planning, zoning, and approval processes. Given the complexity of these interconnected details, consistent collaboration is necessary to navigate potential complications. Additionally, the RDA has requested comments on the proposed PID, which would establish a special district within the town covering properties from Sundrop through Joe Mack, raising several significant questions.

MBA: Regarding the MBA water treatment plant, Trevor has emailed the Buildings and Grounds department to coordinate the installation of county door locks and keys. He is currently working to establish a timeline for this project, as it involves the treatment plant and associated buildings within the MBA.

This matter was discussed following an email presented by Kade this morning. A primary concern is identifying the party responsible for purchasing materials; contrary to previous reports, it appears the necessary supplies are not yet on hand. There is a clear need for improved communication between the involved parties to ensure the work is completed, as several details remain unaddressed.
All parties will collaborate to resolve these logistical issues and move the project forward.

Affordable Workforce Housing: Both the county and the town continue to view this as a matter of ongoing concern.

Sheriff Office, EMS, Code Enforcement: No new reports were available for these departments at this time.

Airports: Nothing new to report at this time.

Clinic: Progress continues on the clinic project, with teams preparing for further concrete pours and interior tile work. While the previously projected mid-June completion date is no longer feasible, advancement is being made.

During the discussion, a question was raised regarding whether the facility would be finished in time for the America 250th celebration. It was noted that a definitive answer is currently unavailable, though hope remains. Recent conversations with the Hatfields indicate significant work is still required. A construction meeting is scheduled for this coming Thursday to refine the timeline and establish a firm completion date. There is considerable interest from the Governor's office and the public regarding the building's availability for upcoming events and family reunions. The commission and project leads are working to provide a certain answer as the schedule is tightened.

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Roads: Christy Stall of Williams provided an update on the Wild Trail Compressor project near Dutch John on Jug Hollow Road. Although federal and Forest Service regulations initially suggested a two-year timeline, the project has been fast-tracked. Mobilization is underway, with groundbreaking set for this Thursday and trailers expected on-site June 10. Construction will proceed through the winter, aiming for mechanical completion in February and full operation by April.

Discussion turned to the poor condition of the access road. Williams is seeking estimates via their on-site contractor, Blue Sky, to pave the road with 4 inches of asphalt. This improvement aims to handle increased traffic while decreasing county maintenance and blading requirements. The workforce will peak at roughly 65 individuals, fluctuating based on commissioning activities. Due to local tourism, many workers are currently based in Rock Springs, but they are expected to relocate closer to Dutch John as availability and winter weather on Highway 191 permit.

Williams is also coordinating with Utah DOT and Mr. Woods on an engineered approach, which includes a new 16-foot-wide cattle guard to better accommodate campers before the road transitions to Forest Service land. While the county will not pave that specific section, Williams will assist with permitting for upgrades on federal land and maintain open communication. Stall emphasized that the crew has been briefed on professional behavior; she requested direct contact if any issues arise, as she intends to prevent local disturbances.

Tourism: The Outlaw Jamboree took place this past weekend, and the event was a success despite the mud and rain on Saturday. There were 18 participants who thoroughly enjoyed the experience, with many noting it was their first time exploring these local trails, even for those living as close as Vernal. The route included Crafts Canyon, and although the specific trails on that end are unclear, the local segments like the Finches Draw Trail were well-received. Leonard Isaacson provided great entertainment and was instrumental in assisting a participant whose bike broke down on the trail.

The Area received positive media coverage yesterday from Channel 2 KUTV News, Road Trippin'. Four segments were filmed in Manila, with three more scheduled near Dutch John. Jordynn Hewitt is handling the television appearances for these.

History in the Park is on June 13th, a celebration will be held in the park starting at 11:00 am, featuring a cowboy poet who is a personal friend of Jordynn's. The museum will be open with displays focusing on the early history of Daggett County and the settlement of the Linwood area. This is part of a multi-year plan to rotate historical themes, with future years potentially focusing on the dam or other subjects, rather than covering everything—like the bandits—all at once.

Regarding the July 5th 250-year celebration, the primary need is food or monetary donations to purchase food. The county will provide a W9 to facilitate these donations. Inquiries were also made regarding the Cow Country Rodeo and the PRCA rodeos held over Memorial Day and Labor Day. There is an open invitation to send over the necessary paperwork, as the county is eager to support these community partnerships.

Recess for MBA at 9:31 am. Returned from recess at 9:43 am.

Citizen Comment: Mike Musselman addressed the commission to express his intention to file a formal appeal regarding the RV Dump. During the subsequent discussion, clarification was sought concerning the requirement for filings to be submitted "in triplicate," and the existence of a filing fee was noted. The appeal process was reviewed in detail. Mayor Knight pointed out that the RV Dump had been the subject of three prior public meetings, during which no opposition was voiced.

Legislation: There were no new updates.

Cash Summary and Accounts Receivable Reports: The Cash Summary and Accounts Receivable Reports were provided by the Treasurer's Office and reviewed by the Commissioners. Commissioner Lytle motioned to acknowledge receipt of the Cash Summary and Accounts Receivable Report for the County and RDA dated May 29, 2026. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Invoice Register: The Open Invoice Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Open Invoice Register dated May 28, 2026 in the amount of $37,688.57. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Reimbursement Register: The Reimbursement Register.was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Reimbursement Register dated May 10, 2026 to May 23, 2026 in the amount of $184.47. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Disbursement Summary: The Disbursement Summary was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to acknowledge receipt of the Disbursement Listing as being reviewed from May 21, 2026 to May 28, 2026 for Daggett County Zion's checking in the amount of $115,212.10 & void amount of $869.47. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Recess for MBA at 9:55 am. Returned from recess at 10:12 am.

Calendar /Correspondence: Regarding upcoming dates, the Primary election is scheduled for June 23. Communication was received from the Dam concerning a water release. Mike Eriksson from Forestry, Fire and State Lands joined the meeting via speakerphone to discuss a recently distributed notice; this item is set for inclusion on the agenda for next week. Following some discussion, it was noted that Commissioners Matt Tippets and Jack Lytle will attend a CIB meeting this Thursday and Friday, with travel beginning tomorrow.

A leadership lunch is scheduled for next Tuesday. Assistance is needed for this event, as Peggy White will be traveling over the weekend and attending a conference in Duchesne on Monday.

POLICY AND LEGISLATION

Discussion And Consideration Of Financial Commitment For 2026 Co-op Marketing Grant: Jordynn Hewitt is applying for this it is a 50% match it will come primarily from TRT. Jordynn is applying for $70, 000. This letter is required to apply. Commissioner Lytle motioned to approve the Financial Commitment of $70,000 for the 2026 Co-op Marketing Grant. Commissioner Asy seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of Partnership And Sponsorship With Daggett Heritage PRCA Rodeo & Celebration: There was some discussion. This has been a yearly contribution.and partnership. Commissioner Tippets motioned to approve the partnership and sponsorship of $15,000 with Daggett Heritage PRCA Rodeo & Celebration. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:			X	
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of Bylaws Of The Silver Lining Senior Center: There was some discussion. It was decided that Commissioner Lytle would sign as the representative of the Commission. Commissioner Tippets motioned to approve the decision to have Commissioner Lytle sign the Bylaws of the Silver Lining Senior Center. Commissioner Asay seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of MOA With The Silver Lining Senior Center: There was some discussion. Attorney Kent Snider will forward a change of verbiage in section 4 to Mayor Kathi Knight. Commissioner Lytle motioned to approve the MOA with this change. Commissioner Asay seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of State Of Utah Contract Assignment Of Court Bailiffs-Contract And Costs: Commissioner Lytle motioned to approve the State of Utah Contract Assignment of Court Bailiffs- Contract and Costs.Commissioner Asay seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion Of Town Of Manila's New Ordinances And The Senior Meeting Plans: Time was given to Mayor Kathi Knight. .Mayor Kathi Knight was given the floor to discuss recent municipal developments. She presented several ordinances passed by the Town of Manila the previous evening regarding water conservation, domestic animals, and fireworks. The fireworks ordinance, notably prohibits the use of aerial fireworks.

Mayor Knight noted that several county residents attended the town meeting and expressed a desire for similar county-level ordinances. The Commission acknowledged that while the county has existing fire regulations, they may not be as comprehensively drafted as the town's new measures. Mayor Knight also mentioned that attendees favored the town's enforcement of water conservation and leash laws for dogs.

Regarding enforcement, Mayor Knight intends to personally oversee initial compliance efforts to avoid overburdening the Sheriff's Office during the busy summer season. However, the Commission emphasized that the town currently lacks the authority to enforce municipal ordinances without a formal Memorandum of Agreement (MOA) with the Sheriff's Office. It was noted that past enforcement issues arose from citing county or speeding ordinances within town limits that were legally unenforceable. The Commission offered to provide a template to help establish a proper MOA to ensure town ordinances can be legally enforced. Following the presentation, there was additional discussion regarding town regulations. It was clarified that all dogs must be on a leash and livestock is strictly prohibited within the Town of Manila.

Transportation for the Seniors was also discussed.

Opening And Awarding Sealed Bids For Search And Rescue Surplused Items: A total of three sealed bids were submitted for consideration.

Item B: A 14' single axle bumper pull utility trailer with a minimum bid requirement of $400. One bid was received from Burk Pallesen for $410.00.

Item C: A yacht club snowmobile trailer paired with a non-running Arctic Cat JAG snowmobile (missing carburetor), with a minimum bid of $250. This item attracted two bids:

- Burk Pallesen submitted a bid of $260.00.
- Don Allphin Jr. submitted a bid of $300.00.

Commissioner Lytle motioned to award Item B to Burk Pallesen for $410.00 and Item C to Don Allphin Jr. for $300.00. Commissioner Asay seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Closed Session was needed for the Purpose of Purchase, Exchange or Lease of Real Property.

Commissioner Lytle motioned to go into Closed Session for the purpose stated. Commissioner Asay seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Closed Session at 11:05 am.

Commissioner Lytle motioned to go into Open Session. Commissioner Asay seconded the motion. The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Session at 12:19 pm.

With nothing further to discuss, Commissioner Tippets adjourned the meeting by acclamation at 12:21 pm.

County of Daggett
Cash Summary
All Bank Accounts as of 06/05/2026

Bank Account	Account No.	Account Name	Amount
Zions Checking	10.1122	Zions Checking - General	($453,384.84)
Zions Checking	11.1122	Cash - checking - Zions Fd 11	$1,629,997.82
Zions Checking	12.1122	Cash - checking - Zions Fd 12	$185,614.12
Zions Checking	13.1122	Cash - checking - Zions Fd 13	$425,498.75
Zions Checking	15.1122	Zions Checking - General	($50,429.15)
Zions Checking	17.1122	Cash - Checking - Zions Fd 17	$9,131.96
Zions Checking	18.1122	Cash - Checking - Zions Fd 18	$39,844.61
Zions Checking	19.1122	Zions Checking - General	$345,121.91
Zions Checking	20.1122	Cash-Checks-Zions fd 20	$3,667.26
Zions Checking	22.1122	Cash - checking Zions Fd 22	$450,322.46
Zions Checking	23.1122	Cash - checking - Zions Fd 23	$519,669.71
Zions Checking	24.1122	Cash - checking - Zions Fd 24	$4,529.54
Zions Checking	25.1122	Cash - checking - Zions Fd 25	$731,738.98
Zions Checking	27.1122	Cash - checking - Zions Fd 27	$3,745.51
Zions Checking	28.1122	Cash - checking - Zions Fd 28	$504,887.59
Zions Checking	30.1122	Cash - Checking - Zions Fd 30	$17,204.60
Zions Checking	32.1122	Cash - checking Zions FD 32	$26,402.70
Zions Checking	33.1122	Cash - checking - Zions Fd	($32,521.87)
Zions Checking	34.1122	Cash-Checking-Zions Fd 34	$981,264.94
Zions Checking	35.1122	Zions Checking	($21,456.66)
Zions Checking	37.1122	Zions Checking - Combined	$24,787.35
Zions Checking	40.1122	Cash - checking - Zions Fd 40	$257,714.36
Zions Checking	45.1122	Cash - Checking - Zions Fd 45	($759,870.54)
Zions Checking	47.1122	Zions Checking - General	$19,791.16
Zions Checking	49.1122	Checking - Zions Fd 49	$58,472.72
Zions Checking	50.1122	Cash-Checking-Zions Fd 50	$33,580.82
Zions Checking	72.1122	Cash - checking - Zions Fd 72	$16,907.56
Zions Checking	74.1122	Cash - checking - Zions Fd 74	$23,618.40
Zions Checking	75.1122	Cash - checking - Zions Fd 75	$24,482.98
Zions Checking	76.1122	Cash - checking - Zions Fd 76	$30,655.58
Zions Checking	77.1122	Cash - checking - Zions Fd 77	($196.53)
Zions Checking	78.1122	Cash - checking - Zions Fd 78	$10,643.39
Zions Checking	80.1122	Cash - checking - Zions Fd 80	$17,200.35
Zions Checking	81.1122	Zions Checking - General	$1.53
			$5,078,639.07
PTIF 2259 General Accounts	10.1151	PTIF 2259 General	$11,857.14
PTIF 2259 General Accounts	11.1151	PTIF 2259 General	$255,562.97
PTIF 2259 General Accounts	12.1151	PTIF 2259 General	$42,256.92
PTIF 2259 General Accounts	13.1151	PTIF 2259	$103,949.81
PTIF 2259 General Accounts	50.1151	PTIF 2259 General	$170.00
			$413,796.84
PTIF 2552 General Fund	10.1161	PTIF 2552 General Fund	$6,182.93
PTIF 2552 General Fund	28.1161	PTIF 2552 Home Sales	$21,066.06
			$27,248.99
PTIF 2772 Farm & Ranch Protection	10.1162	PTIF 2772 General Fund	$20,922.88
PTIF 2772 Farm & Ranch Protection	47.1162	PTIF 2772 General Fund	$18.21
			$20,941.09
PTIF 2834 General Fund	10.1153	PTIF 2834 General Fund	$195.52
PTIF 3465 General Fund	10.1163	PTIF 3465 General Fund	$23,932.60
PTIF 3932 General Fund	10.1154	PTIF 3932 General Fund	$12,580.70
PTIF 5583 Daggett County RDA Fund	25.1151	PTIF 5583 Daggett County RDA	$1,415,135.32
PTIF 5610 Daggett County Redevelopment #1	25.1158	PTIF 5610 Daggett County RDA	$875,146.34
PTIF 8676 Water Revenue Bond	28.1168	PTIF 8676 Water Revenue Bond	$125,017.72
PTIF 8699 WT Bond Reserve Account	28.1169	PTIF 8699 WT Bond Reserve Account	$25,541.67
PTIF 8700 WT 2015 Replacement Account	28.1170	PTIF 8700 WT 2015 Replacement Account	$123,586.29
Zions Tax Collection 026134668	81.1130	Zions Checking - Tax Collection	$154,730.56
PTIF 3200 Motor Vehicle	81.1131	PTIF 3200 Motor Vehicle	$34,460.46
UNDEPOSITED PAYMENTS	10.1175	Cash clearing	$2,925.86
UNDEPOSITED PAYMENTS	11.1175	Cash clearing	$6,600.62
UNDEPOSITED PAYMENTS	12.1175	Cash clearing	$0.02
UNDEPOSITED PAYMENTS	17.1175	Cash Clearing	$3,653.93

County of Daggett
Cash Summary
All Bank Accounts as of 06/05/2026

Bank Account	Account No.	Account Name	Amount
UNDEPOSITED PAYMENTS	25.1175	Cash Clearing	$856.33
UNDEPOSITED PAYMENTS	28.1175	Cash clearing	($526.84)
UNDEPOSITED PAYMENTS	32.1175	Cash clearing	$750.00
UNDEPOSITED PAYMENTS	33.1175	Cash clearing	($1,863.60)
UNDEPOSITED PAYMENTS	35.1175	Cash Clearing	$400.00
UNDEPOSITED PAYMENTS	40.1175	Cash Clearing	$0.01
UNDEPOSITED PAYMENTS	72.1175	Cash clearing	$689.98
UNDEPOSITED PAYMENTS	74.1175	Cash clearing	$500.03
UNDEPOSITED PAYMENTS	76.1175	Cash clearing	$710.00
UNDEPOSITED PAYMENTS	80.1175	Cash clearing	$148.16
UNDEPOSITED PAYMENTS	81.1175	Cash clearing	$5,653.02
			$20,497.52
General Ledger Cash Total:			**$8,351,450.69**

County of Daggett
Cash Summary
All Bank Accounts as of 06/05/2026

Description	Amount
Zions Checking	$5,078,639.07
PTIF 2259 General Accounts	$413,796.84
PTIF 2552 General Fund	$27,248.99
PTIF 2772 Farm & Ranch Protection	$20,941.09
PTIF 2834 General Fund	$195.52
PTIF 3465 General Fund	$23,932.60
PTIF 3932 General Fund	$12,580.70
PTIF 5583 Daggett County RDA Fund	$1,415,135.32
PTIF 5610 Daggett County Redevelopment #1	$875,146.34
PTIF 8676 Water Revenue Bond	$125,017.72
PTIF 8699 WT Bond Reserve Account	$25,541.67
PTIF 8700 WT 2015 Replacement Account	$123,586.29
Zions Tax Collection 026134668	$154,730.56
PTIF 3200 Motor Vehicle	$34,460.46
UNDEPOSITED PAYMENTS	$20,497.52
General Ledger Cash Total:	**$8,351,450.69**

Daggett County

Open Invoice Register - 6/4/2026

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
287266922304X052							
32026	AT&T Mobility	5/15/26	5/15/26	**$ 224.17**			
				$ 224.17	104148.280	IT/GIS telephone	Hotspot, Setup
287312198810X052							
82026	AT&T Mobility LLC (FirstNet)	5/20/26	5/20/26	**$ 488.35**			
				$ 53.99	104131.280	HR telephone/internet	Phone/Data
				$ 52.07	104148.280	IT/GIS telephone	Phone/Data
				$ 290.47	104210.280	Sheriff telephone	Phone/Data
				$ 40.04	104216.280	CEM phone	Phone/Data
				$ 51.78	174219.280	Victim Advocate telephone	Phone/Data
10064389	Battery Systems Inc	6/1/26	6/1/26	**$ 54.94**			
				$ 54.94	114415.255	BRoads Fleet Vehicle Maintenance	Sales 51R-CS
6.1.2026	Boyd, Gary A.	6/1/26	6/1/26	**$ 118.40**			
				$ 118.40	354611.740	Shooting Range Capital Outlay	Electrical Wire for Trap Lights
2026-5	Chavez, B Jill	6/1/26	6/1/26	**$ 1,500.00**			
				$ 1,500.00	104122.310	JP ct Professional Services - Remote Clerk	Justice Court Clerk
2023485	Civco Engineering, Inc.	6/3/26	6/3/26	**$ 2,055.00**			
				$ 2,055.00	224600.602	Rural County Grant Program Expenditures Part A	Welcome Siogns
356070	CivicPlus, LLC	1/1/26	1/1/26	**$ 5,565.00**			
				$ 5,250.00	234191.612	TRT Administrative Costs	Social Media Archiving Subscription - Unlimited
				$ 315.00	234191.612	TRT Administrative Costs	Public Facing Portal displays Social Media
5.31.26 Maint	Daggett County	5/31/26	5/31/26	**$ 244.00**			
				$ 82.00	284420.270	DJ Water Utilities	Water
				$ 40.00	284420.270	DJ Water Utilities	Sewer
				$ 40.00	284430.270	DJ Sewer Utilities	Sewer
				$ 82.00	284430.270	DJ Sewer Utilities	Water
2606	Flaming Gorge Camp Inc	5/27/26	5/27/26	**$ 1,365.98**			

Daggett County

Open Invoice Register - 6/4/2026

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
				$ 1,365.98	224600.602	Rural County Grant Program Expenditures Part A	Grant Reimbursement, Electrical
42148992	FP Finance Program	6/2/26	6/2/26	**$ 85.00**			
				$ 85.00	104150.251	NonDept copier/fax supplies & maint	Standard Pymt
1-1064655	Gray's Market LLC	5/7/26	5/7/26	$ 10.99			
				$ 10.99	754510.730	Park Capital Improvements	Marking Paint
1-1065921	Gray's Market LLC	5/20/26	5/20/26	$ 4.98			
				$ 4.98	104162.621	BldgGrnds cemetery expenses	Bolts,nuts, nails
2-1001404	Gray's Market LLC	5/13/26	5/13/26	$ 78.98			
				$ 78.98	754510.730	Park Capital Improvements	DCHBCC - lag and deck screws
	Vendor Total:			**$ 94.95**			
46766	Jenkins' Tires & Wheels, Inc.	5/29/26	5/29/26	**$ 1,006.00**			
				$ 1,006.00	804610.255	Weeds Fleet Vehicle Maintenance	Mount & Dismount balance, TPMS repair kit, Tire Disposal
141262	Jones & DeMille Engineering, Inc.	6/3/26	6/3/26	**$ 1,088.75**			
				$ 1,088.75	104148.310	IT/GIS professional services	General Miscellaneous GIS
25932	Know Ink, LLC	6/1/26	6/1/26	**$ 850.00**			
				$ 200.00	104170.250	Elections equip supplies & maint	Epulse Annual Software License
				$ 500.00	104170.250	Elections equip supplies & maint	Poll Print Annual License
				$ 150.00	104170.250	Elections equip supplies & maint	Poll Pad Annual Software License
EA1695162	Les Olson Company	5/29/26	5/29/26	**$ 512.49**			
				$ 475.08	104150.251	NonDept copier/fax supplies & maint	Copies/Prints Color
				$ 37.41	104150.251	NonDept copier/fax supplies & maint	Copies/Prints Black

Daggett County

Open Invoice Register - 6/4/2026

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
5.21.2026	Moon Lake Electric Association, Inc.	5/21/26	5/21/26	**$ 105.21**			
				$ 52.60	284420.270	DJ Water Utilities	Electric - DJ Airport
				$ 52.61	284430.270	DJ Sewer Utilities	Electric - DJ Airport
2nd and 3rd Qtrs 2025	Peters Scofield	12/31/25	12/31/25	**$ 2,326.21**			
				$ 2,326.21	334150.620	A & C - Centrally Assessed	Midamerica Pipeline 2018 & 2025; Pacificorp 2025; Centrally Assessed 2025
2022-54375	The Bancorp Bank	6/4/26	6/4/26	$ 24,500.00			
				$ 24,500.00	104210.740	Sheriff equipment $5000 & up inventory	2022 Ford F-150
2022-55637	The Bancorp Bank	6/4/26	6/4/26	$ 24,500.00			
				$ 24,500.00	104210.740	Sheriff equipment $5000 & up inventory	2022 Ford F-150
730200	The Bancorp Bank	4/30/26	4/30/26	$ 340.84			
				$ 340.84	104150.212	NonDep Lease - rental (vehicles)	Lease Rental
733672	The Bancorp Bank	5/29/26	5/29/26	$ 340.84			
				$ 340.84	104150.212	NonDep Lease - rental (vehicles)	Lease Rental
	Vendor Total:			**$ 49,681.68**			
5.31.2026Cemetery	Town Of Manila	5/31/26	5/31/26	$ 73.00			
				$ 72.00	104162.621	BldgGrnds cemetery expenses	Water
				$ 1.00	104162.621	BldgGrnds cemetery expenses	Processing
5.31.2026Crthse	Town Of Manila	5/31/26	5/31/26	$ 122.50			
				$ 1.00	104162.270	BldgGrnds utilities	Processing
				$ 72.00	104162.270	BldgGrnds utilities	water
				$ 49.50	104162.270	BldgGrnds utilities	Sewer
5.31.2026Jail	Town Of Manila	5/31/26	5/31/26	$ 1,102.00			

Daggett County

Open Invoice Register - 6/4/2026

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
				$ 437.50	104210.270	Sheriff Utilities	Sewer
				$ 1.00	104210.27	Sheriff Utilities	Processing
				$ 663.50	104210.270	Sheriff Utilities	Water
5.31.2026Park	Town Of Manila	5/31/26	5/31/26	$ 122.50			
				$ 72.00	754510.270	Park utilities	Water
				$ 49.50	754510.270	Park utilities	Sewer
				$ 1.00	754510.270	Park utilities	Processing
5.31.2026Roads	Town Of Manila	5/31/26	5/31/26	$ 90.25			
				$ 89.25	114415.270	BRoads Utilities	Water
				$ 1.00	114415.270	BRoads Utilities	Processing
5.31.2026Sheriff	Town Of Manila	5/31/26	5/31/26	$ 139.75			
				$ 49.50	104210.270	Sheriff Utilities	Sewer
				$ 1.00	104210.270	Sheriff Utilities	Processing
				$ 89.25	104210.270	Sheriff Utilities	Water
	Vendor Total:			**$ 1,650.00**			
6.2.2026	Uintah Basin Economic Development District	6/2/26	6/2/26	**$ 15,000.00**			
				$ 15,000.00	234191.917.09	TRT PRCA Rodeo	PRCA Rodeo
05.31.2026	Zions Bankcard Center	5/31/26	5/31/26	**$ 17,978.76**			
				$ 17,978.76	102140	Credit Card Payable	May 2026 Statement
				$ 191,327.28			
	Total			**$ 101,994.89**			

		GL Account Summary
$ 17,978.76	102140	Credit Card Payable
$ 1,500.00	104122.310	JP ct Professional Services - Remote Clerk
$ 53.99	104131.280	HR telephone/internet
$ 276.24	104148.280	IT/GIS telephone
$ 1,088.75	104148.310	IT/GIS professional services
$ 681.68	104150.212	NonDep Lease - rental (vehicles)
$ 597.49	104150.251	NonDept copier/fax supplies & maint
$ 122.50	104162.270	BldgGrnds utilities
$ 77.98	104162.621	BldgGrnds cemetery expenses
$ 850.00	104170.250	Elections equip supplies & maint

Daggett County

Open Invoice Register - 6/4/2026

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
				$ 1,241.75	104210.270	Sheriff Utilities	
				$ 290.47	104210.280	Sheriff telephone	
				$ 49,000.00	104210.740	Sheriff equipment $5000 & up inventory	
				$ 40.04	104216.280	CEM phone	
				$ 54.94	114415.255	BRoads Fleet Vehicle Maintenance	
				$ 90.25	114415.270	BRoads Utilities	
				$ 51.78	174219.280	Victim Advocate telephone	
				$ 3,420.98	224600.602	Rural County Grant Program Expenditures Part A	
				$ 5,565.00	234191.612	TRT Administrative Costs	
				$ 15,000.00	234191.917.09	TRT PRCA Rodeo	
				$ 174.60	284420.270	DJ Water Utilities	
				$ 174.61	284430.270	DJ Sewer Utilities	
				$ 2,326.21	334150.620	A & C - Centrally Assessed	
				$ 118.40	354611.740	Shooting Range Capital Outlay	
				$ 122.50	754510.270	Park utilities	
				$ 89.97	754510.730	Park Capital Improvements	
				$ 1,006.00	804610.255	Weeds Fleet Vehicle Maintenance	
				$ 101,994.89		**Total**	

Daggett County
Disbursement Summary
Zions Checking - 05/28/2026 to 06/04/2026

Payee Name	Reference No.	Payment Date	Payment Amount	Void Date	Void Amount	Source
	528261200	5/28/2026	$ 54,412.65			Paycheck
Johnson Mark LLC	101233	5/28/2026		5/28/2026	$ 869.47	Payroll
Olympus Law Group, PLLC	101234	5/28/2026	$ 150.00			Payroll
Johnson Mark LLC	101235	5/28/2026	$ 661.72			Payroll
Johnson Mark LLC	101236	5/28/2026	$ 539.44			Payroll
Johnson Mark LLC	101237	5/28/2026	$ 613.27			Payroll
Advanced Towing & Automotive	101238	6/2/2026	$ 718.75			Purchasing
Chemtech-Ford, LLC	101241	6/2/2026	$ 31.00			Purchasing
Daggett County	101242	6/2/2026	$ 6,600.62			Purchasing
Election Systems and Software, LLC	101243	6/2/2026	$ 1,602.55			Purchasing
Fleet Pride	101244	6/2/2026	$ 954.31			Purchasing
IBS, Inc.	101245	6/2/2026	$ 92.13			Purchasing
Kenworth Sales Company, Inc - Vernal	101246	6/2/2026	$ 131.71			Purchasing
Mountain West Propane Inc.	101247	6/2/2026	$ 1,004.03			Purchasing
Standard Plumbing Supply Co.	101248	6/2/2026	$ 125.00			Purchasing
Thatcher Company	101250	6/2/2026	$ 2,526.48			Purchasing
Uintah Basin Medical Center	101251	6/2/2026	$ 18,615.05			Purchasing
Uintah County Jail	101252	6/2/2026	$ 1,016.99			Purchasing
US Postal Service (CMRS-FP)	101253	6/2/2026	$ 2,000.00			Purchasing
Whisler Chevrolet	101255	6/2/2026	$ 69.95			Purchasing
Assurity Life Insurance Company	ACH 5/27/26-1	5/28/2026	$ 1,109.54			Payroll
EFTPS	ACH 5/27/26-2	5/28/2026	$ 15,773.44			Payroll
HealthEquity	ACH 5/27/26-3	5/28/2026	$ 6,464.46			Payroll
Utah State Tax Commission	ACH 5/27/26-4	5/28/2026	$ 2,671.98			Payroll
Utah Retirement Systems	ACH 5/27/26-5	5/28/2026	$ 12,939.94			Payroll
Total			**$ 130,825.01**		**$ 869.47**	

Quotation confirmation: 20003090

DBT Transportation Services LLC
1065 National Drive, Suite 1
Sacramento, CA 95834
Tel.: +1 844-343-8328

Please remit to:
DBT Transportation Services LLC
P.O. Box 25221
New York, NY 10087-5221

Sold To Party:1122788
Daggett County B K4OU
PO Box 219
Manila UT 84046

Quotation Date:	Jun 3, 2026
Customer Reference:	SAR 362
Customer Number:	1122788
ADBS contact name:	lee gabaldon
ADBS contact email:	nicole.gabaldon@adbsafegate.com
Airport code:	#UT
Valid From:	Jun 4, 2026
Valid To:	Jul 3, 2026

Ship To Party:1122788
Daggett County B K4OU
PO Box 219
Manila UT 84046
Contact Person: InvoiceEmail

Pay Item	Contract Item	Item	Product	Description	Quantity	Net Price	Net Value
		10	WMT702-AW20	WMT702 WIND SENSOR AW20 AWOS	1 EA	9,970.92 USD / 1 EA	9,970.92 USD
	Delivery ex-works:		Jun 8, 2026	**Confirmed Quantity:**		1 EA	
		20	AWC203	ACU Second Modem Interface for AW20..	1 EA	2,842.84 USD / 1 EA	2,842.84 USD
	Delivery ex-works:		Jun 8, 2026	**Confirmed Quantity:**		1 EA	
		30	AWSADHOC	Service day to install parts	1 EA	1,780.00 USD / 1 EA	1,780.00 USD
	Delivery ex-works:		Jun 4, 2026	**Confirmed Quantity:**		1 EA	

Payment Terms: Net Due in 30 Days
Incoterms:
Shipment Type: ADB Best Way
FOB: Origin
Freight paid by: YES
General:

Total Net Amount 14,593.76 USD
Total **14593.76 USD**

FED ID: 81-2865699
DUNS: 06-430-4214

DBT Transportation Services LLC
Bank: JP Morgan Chase Bank
Address: New York, NY
For ACH Routing: 044000037
For Wire Routing: 021000021
Account#: 827803880
SWIFT code: CHASUS33
Remit details to: ar@dbttranserv.com

Quotation confirmation: 20003090

Our general terms and conditions apply to all sales and purchases. The English language version may be downloaded from our website:
https://adbsafegate.com/about/corporate/terms-conditions/

RESERVATION CLAUSE:
Purchaser acknowledges that ADB SAFEGATE Americas is required to comply with export applicable laws and regulations relating to the sale, exportation ,transfer ,assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB SAFEGATE Americas of its
obligations hereunder that compliance with such export laws and regulations be maintained at all times.
PURCHASER AGREES TO INDEMNIFY AND HOLD ADB SAFEGATE Americas HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

To Reorder call: 800-545-4157 ADB SAFEGATE

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into this ____ day of _____ 2026 (the "Effective Date"), by and between the Utah Division of Forestry, Fire and State Lands ("FFSL") and _____ (the "Participating Entity"). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R652-122.
D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.
F. The Participating Entity has a designated fire warden and has entered into a County Warden Agreement. *See* Exhibit A.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

1. "Annual Participation Commitment Report" means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
2. "Annual Participation Commitment Statement" means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. "Catastrophic Wildfire" means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. "Cooperative Agreement" means the same as the term is defined in Utah Administrative Code R652.
5. "Delegation of Fire Management Authority" means the acceptance by FFSL of responsibility for:
    i. Managing a wildfire; and
    ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. "Direct Expenditure" means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. "Direct Payment" means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. "Director" means the division director of FFSL.
9. "Eligible Entity" means the same as the term is defined in Utah Code Section 65A-8-203.
10. "Extended Attack" means actions taken in response to wildland fire after Initial Attack.
11. "Firefighter" means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. "Initial Attack" means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. "In-Kind Activity" means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, https://www.independentsector.org/.
14. "Minimum Billing Threshold" means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. "Participation Commitment" means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. "Participating Entity" means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").
b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.
    a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
    b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
    c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
    d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
    e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
    a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
    b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
    c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's

jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.
   a. Where permitted by Utah Administrative Code R652 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
   a. The involvement of state-owned or federally-owned lands in the wildland fire;
   b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
   c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
   d. The decision of the Director, after consultation with local authorities.

2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.
3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report ("CTR") or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity's jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity's jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season," as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity's jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire ("Cost Recovery Action"), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).
2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity's compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on "Probation Status" and provide the Participating Entity with a "Probation Notice" including:
    a. Notice of the Probation Status;
    b. The reason for the Probation Status;
    c. The action(s) the Participating Entity must take to remedy the Probation Status; and
    d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity's failure to fulfill its Participation Commitment for the previous calendar year:
    a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
    b. FFSL shall credit the Participating Entity's Participation Commitment expenditures and actions toward the Participating

Entity's outstanding obligation before it may credit the expenditures and actions toward the current obligation;

c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and

d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.

4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:

   a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;

   b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and

   c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.

5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:

   a. Providing written notice to FFSL of its intent to revoke this Agreement; or

   b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.

4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.

6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.
7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.

5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See* Exhibit B.
7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement 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.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101–403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the

basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, including all Exhibits—namely the County Fire Warden Agreement and the Wildland Urban Interface Agreement—constitute an integration and form the entire agreement between the Parties, and supersede any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

<u>SIGNATURES ON FOLLOWING PAGE</u>

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

FFSL Area Manager Signature	Name	Date
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY

Chief Executive Signature	Name	Date

APPROVED AS TO FORM
UTAH ATTORNEY GENERAL'S OFFICE

Connor Arrington (Jan 15, 2026 13:28:38 MST)	Connor Arrington	01/15/2026
Assistant Attorney General Signature	Name	Date

DAGGETT COUNTY

Purchase Request Form

Date of Request: 6/1/2026	**Date Required:** 6/1/2026	**Vendor Name:** Road Solutions
Requested By: Sean Hughes		**Vendor Contact:** 208-532-5253
Department Head Approval:		**Ship to Address:** 2050 East Airport Road
Auditor's Approval: 6/3/26		
Special Instructions, Quotes, Etc.:	*Mag Water for Southvalley and Dump road*	

Qty	*Item #*	*Desctiption*	*Price Each*	*Total Price*
38.247	Daggett Co 26	DustGard delivered and applied Reference#18287/3795098	$176.13	$6,736.44
38.0995	Daggett Co 26	DustGard delivered and applied Reference#17535/3195097	$176.13	$6,710.46
			TOTAL	$13,446.90

Account Code	**Dollar Amount**
	$13,446.90

Commission Approval: _____

Date: 6/1/2025

Road Solutions, LLC
90 East 600 North
Rupert, ID 83350

Road SOLUTIONS
90 E 600 N Rupert, ID 83350

Bill To:

Daggett County
Accounts Payable
PO Box 219
Manila, UT 84046

Invoice

Ship To:

Daggett County
Sean Hughes
South Valley & Dump RD
Delivered & Applied 5/28/26

Date	Invoice #
5/30/2026	44825

Purchase Order	Terms	Due Date	Ship Via
Sean Hughes	Net 30	6/29/2026	RS

Item	Description	Qty	Rate	Amount
Daggett Co 26	DustGard delivered & applied Reference#18287/3195098	38.247	176.13	6,736.44
Daggett Co 26	DustGard delivered & applied Reference#17535/3195097	38.0995	176.13	6,710.46
			Total	$13,446.90

Phone	Email
208-532-5253	sharee@pmt.org

Bill of Lading

Road Solutions LLC
90 East 600 North Rupert, ID 83350
Phone: 208-532-5253 Fax: 208-532-3300
Email: sharee@pmt.org

B/L #	18287
Date 5/28/26	Ticket # 319898

Customer: Nez Perce County

Driver: [illegible] 13

TRK #: 224190

TRL #:

Origin	Destination	PO #
[illegible]	[illegible]	

	Description	Rate	Amount
Commodity: [illegible]			
Tons: 38.2470			
Gals.			
Gross			
Tare			
Net: 76494			
Miles: 185			
Received By:		Total	

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable
FROM COMPASS MINERALS AMERICA INC.

RECEIVED, Subject to the classifications and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading. Shipper hereby certifies that he IS familiar with all the terms and conditions of the said Bill of Lading set forth in the classification of tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment

Order Number
3195098

Shipment Number
26063253

SOLD TO
DUSTBUSTERS
65 RAIL CENTER
EVANSTON, WY 82930

SHIP TO
DUSTBUSTERS
VARIOUS TRUCK LOCATIONS
EVANSTON, WY 82931

ROUTE AUTHORITY: CUSTOMER PICK-UP

ORIGIN
GSL-LIQUID MGCL2 PLANT

FC CODE
COLLECT

ACTUAL SHIP DATE
2026-05-27 21:14:49

CUSTOMER NUMBER	CUSTOMER P.O NUMBER	CONTAINER ID
60955	(purchaseOrderNumber)	13

SUBJECT TO ALL TERMS, CONDITIONS AND LIMITATIONS INCOPORATED BY REFRENCE AS SHOWN.

PRODUCT	PRODUCT DESCRIPTION	SHIPPED QUANTITY(TN)
613819	DUSTGARD	38.2470

the shipment moves between two ports by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

The description and weight indicated on the bill of lading are correct Subject to verification by the Governing Weighing & Insp. Bureau According to Agreement.

"Shippers imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission."

NET WEIGHT IN LBS.
76494

TIME IN 2026-05-27 20:45:48

TIME OUT 2026-05-27 21:14:42

DRIVER SIGNATURE: DG

Product weight does not include pallet weight

FOR CHEMICAL EMERGENCY • SPILL, LEAK, FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC (DAY OR NIGHT) TOLL FREE 1-800-424-9300

NOTICE TO AGENT/CARRIER The charges payable to the agent/carrier for any and all shipments hereunder shall be collected directly from consignor/shipper's broker, and agent/carrier shall render its invoices accordingly Consignor/shipper shall have no liability to agent/carrier for any of such charges, and agent/carrier waives any and all rights of collection against consignor/shipper therefor, whether pursuant to Title 49 of the United States Code, other applicable laws or principles of equity Carrier assumes responsibility for the prevention of any contamination after the goods leave shippers possession. Carrier will also comply with any security precautions or procedures specified by shipper. Carrier will identify shipper for all claims and expenses (including attorney's fees) arising from Carrier's failure to satisfy these requirements.

1 - ORIGINAL COPY

FREIGHT BILL MUST REFERENCE OUR ORDER NUMBER AND INCLUDE A COPY OF LADING.

Bill of Lading

Road Solutions LLC
90 East 600 North Rupert, ID 83350
Phone: 208-532-5253 Fax: 208-532-3300
Email: sharee@pmt.org

B/L #	17535
Date 5/28/26	Ticket # 3195097

Customer: Daggett County

Driver: Kibby Smith
TRK #: 9
TRL #: 22T

Origin	Destination	PO #
Ogden, Ut.	Manila, Ut.	

	Description	Rate	Amount
Commodity: DustGard	Loads tons		
Tons: 38.0995 tons	3195098 38.2470		
Gals.	3195097 + 38.0995		
Gross	2 Loads 76.3465		
Tare			
Net: 76,199 LBS	DL: 38.0995 tons		
Miles: 181.3 miles	Spread: 76.3465 tons		
Received By:	Kibby Smith	Total	

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable
FROM COMPASS MINERALS AMERICA INC.

RECEIVED, Subject to the classifications and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading set forth in the classification of tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment

Order Number	Shipment Number
3195097	26063251

SOLD TO
DUSTBUSTERS
65 RAIL CENTER
EVANSTON, WY 82930

SHIP TO
DUSTBUSTERS
VARIOUS TRUCK LOCATIONS
EVANSTON, WY 82931

ROUTE AUTHORITY CUSTOMER PICK-UP			
ORIGIN GSL-LIQUID MGCL2 PLANT		FC CODE COLLECT	ACTUAL SHIP DATE 2026-05-27 20:36:36
CUSTOMER NUMBER 60955	CUSTOMER P.O NUMBER [purchaseOrderNumber]	CONTAINER ID 9	SUBJECT TO ALL TERMS, CONDITIONS AND LIMITATIONS INCOPORATED BY REFRENCE AS SHOWN.
PRODUCT 613819	PRODUCT DESCRIPTION DUSTGARD	SHIPPED QUANTITY(TN) 38.0995	the shipment moves between two ports by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. The description and weight indicated on the bill of lading are correct Subject to verification by the Governing Weighing & Insp. Bureau According to Agreement. "Shippers Imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission." NET WEIGHT IN LBS. 76199 TIME IN 2026-05-27 20:07:59 TIME OUT 2026-05-27 20:36:30
DRIVER SIGNATURE: KIBBY			Product weight does not include pallet weight FOR CHEMICAL EMERGENCY • SPILL, LEAK, FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC (DAY OR NIGHT) TOLL FREE 1-800-424-9300

NOTICE TO AGENT/CARRIER The charges payable to the agent/carrier for any and all shipments hereunder shall be collected directly from consignor/shipper's broker, and agent/carrier shall render its invoices accordingly Consignor/shipper shall have no liability to agent/carrier for any of such charges, and agent/carrier waives any and all rights of collection against consignor/shipper therefor, whether pursuant to Title 49 of the United States Code, other applicable laws or principles of equity Carrier assumes responsibility for the prevention of any contamination after the goods leave shippers possession. Carrier will also comply with any security precautions or procedures specified by shipper. Carrier will identify shipper for all claims and expenses (including attorney's fees) arising from Carrier's failure to satisfy these requirements.

1 - ORIGINAL COPY

FREIGHT BILL MUST REFERENCE OUR ORDER NUMBER AND INCLUDE A COPY OF LADING.

DAGGETT COUNTY

Sole Source Request

Note: Please complete all fields below. Requests with mising information will be rejected and returned to requestor for completion.

Sole Source Procurement is appropriate when available from a single source only.

Department Requesting Authorization: Road Department

Contact Person: Sean Hughes

Product/Service to be purchased:

Mag water

Cost: 13446.90

Recommended Supplier: Road Solutions, LLC

Phone number: 208-532-5253

Email: sharee@pmt.org

Address: 90 East 600 North Rupert, ID 83350

Sole Source Request is based on which of the following:

- ○ Compatibility of equipment / service (complete sections A and B)
- ◉ Equipment / service is only available fron a single supplier in the U.S. (complete section A)
- ○ Compability of professional services (complete Section A)

Continue on page 2

Section A - General Information

1. What is unique about this product / service to justify a sole source?

   It was the only company that could service this area

2. Could the product / service be resonably modified to allow for competition?

   no

3. Explain the market research performed to make the sole source recommendation.

   Many hours calling any other mag water companies and finding out there is only one that will service our area. We called Sweetwater county and found out who they used and we got ahold of them.

4. List the names of suppliers contacted, contact person and summary of their responses.

   Sharee she cordinates the delivery of the product

5. Complete disclosure must be included with this request is the requestor has any personal, financial, or fuduciary relationship with the recommended supplier. (See attched)

Section B - General Information

1. Describe the existing equipment that this purchase must be compatible with.

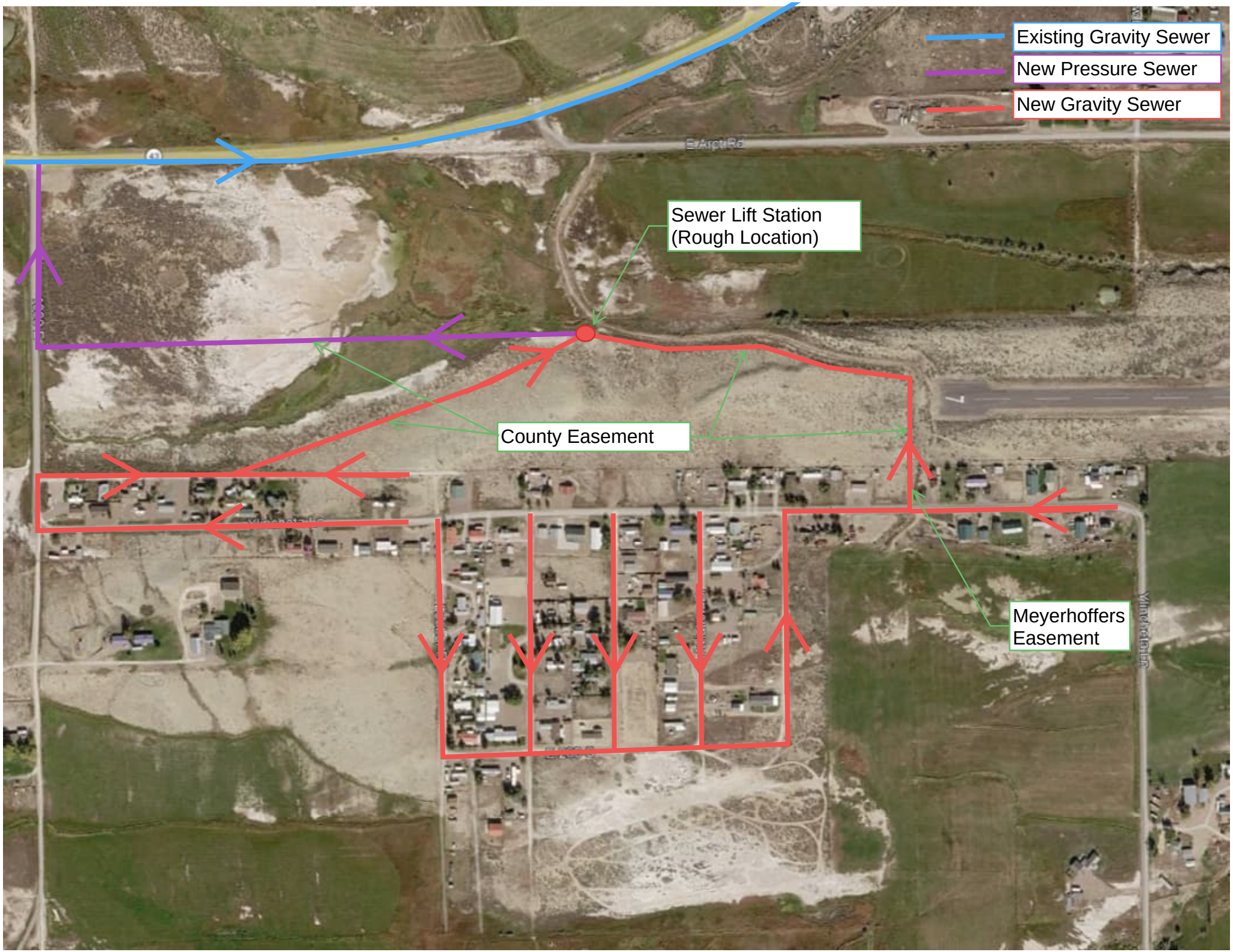
   all vehicles and equiptment

Requested by:

Approved by:

Elected Official

Commission


Existing Gravity Sewer
New Pressure Sewer
New Gravity Sewer
Sewer Lift Station
(Rough Location)
County Easement
Meyerhoffers
Easement

UTAH DEPARTMENT OF AGRICULTURE AND FOOD

FEDERAL GRANT SUBAWARD

Vendor # Agreement # _____

1. **CONTRACTING PARTIES.** This Federal Grant Subaward Agreement ("Subaward") is between the Utah Department of Agriculture and Food ("UDAF"), hereinafter referred to as Pass-through Entity, and the following individual/entity, hereinafter referred to as Awardee:

   Name: Daggett County

   Unique Entity Identifier (UEI): 87-6011984

   Payment Address: 2050 East Airport Road

   City: Manila State: Utah Zip code: 84046

   Pass-through Entity and Awardee referred to herein individually as a "Party" or collectively as the "Parties."

2. **SUBAWARD AMOUNT AND PERIOD.** The service period of this Subaward is effective in the period stated, unless terminated early due to a breach or other reason stated in this Subaward or extended or amended, at Pass-through Entity's discretion and with Pass-through Entity's written approval.

Subaward Amount	$20,000.00
Subaward Period of Performance/Budget Period	07-01-2026 – 09-30-2027

3. **PURPOSE OF SUBAWARD.** The purpose of this Subaward is to provide funds to Awardee under UDAF Bipartisan Infrastructure Law – Forest Health – Invasive Species 25-DG-11046013-639. Said funds are for the purpose of the **Burch springs draw noxious weed control phase 5.** The above Subaward Amount will only be disbursed after Awardee submits proper billing requests, as stated in paragraph 9 below. Such requests are approved by Pass-through Entity as allowed purchases in line with the purpose of the Subaward and what was submitted in Awardee's application for this Subaward.

4. **AGREEMENT INQUIRIES.** Inquiries regarding this Subaward shall be directed to the following individuals:

Contact Information	Awardee	UDAF Awarding Official
Name:	Keri Pallesen	Aaron Eagar
Phone Number:	435-784-3210	801-602-1961
Email:	kpallesen@daggettcounty.org	aearar@utah.gov

5. **GRANT PROCESS.** The funding provided to Awardee pursuant to this Subaward constitutes a grant of federal pass-through money as defined in UCA § 63G-6a-103(35), §§ 63J-1-101, *et seq*., and §§ 51-2a-101, *et seq*. **Bipartisan Infrastructure Law – Forest Health – Invasive Species**. The award is not for research and development purposes. The grant of federal pass-through funding is identified by the following:

Federal Award Identification Number (FAIN)	25-DG-11046013-639
Federal Award Date	6/14/2025
Federal Agency Name	USDA Forest Service
Assistance Listing Number	10.680 Forest Health
Award Administrative Cost Rate	Up to but not exceed 5%

6. **EXPENDITURE OF FUNDS.** Awardee shall expend the funds provided pursuant to this Subaward only for the purpose(s) stated in this Subaward.

7. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Awardee shall comply with all state and federal laws that apply to the subject matter and purpose of the Subaward.

8. **PROGRAM AND RECORDS REQUIREMENTS.** Awardee shall comply with the following program reporting and inspection requirements:

   A. Upon request from Pass-through Entity, Awardee shall prepare and provide Pass-through Entity with the reports listed below:

      (1) An annual written description and an itemized report detailing the expenditure of the Subaward money, or the intended expenditure of any Subaward money that has not been spent;
      (2) A final written itemized report when all the Subaward money is spent or when project is complete;
      (3) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or expended, including any such funding that has not been spent; and
      (4) A final written itemized report regarding any funds received or expended pursuant to subsections (1)-(3).

   B. Upon request, Awardee shall allow Pass-through Entity to inspect the project or the use of any equipment funded under this Subaward.

C. Upon request, Pass-through Entity may elect to attend any meetings between Awardee and its contractor or subcontractors.

D. Awardee shall maintain all invoices, receipts, copies of all agreements with any contracts or subcontractors, and any other documentation associated with the Subaward for seven years and until all work undertaken pursuant to this Subaward is complete, and a final report detailing the work is completed is filed with the Pass-through Entity.

E. Awardee shall allow Pass-through Entity to examine any and all records under this paragraph within a reasonable time upon request by Pass-through Entity. For purposes of this Subaward, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise agreed to in writing by the parties to this Subaward. Awardee will permit Pass-through Entity and auditors to access Awardee's records and financial statements for Pass-through Entity to fulfill its monitoring requirements.

F. **Awardee's failure to provide any information requested under this Subaward, including in its annual or final report, in a timely manner, may result in this Subaward being terminated, grant monies reduced in full or in part, or may require Awardee fully reimburse UDAF for monies received by Awardee under this Subaward and may disqualify Awardee from applying for any UDAF grants in the future. The foregoing is in addition to Pass-through Entity's right to pursue any other legal remedy allowed under state or federal law.**

9. **BILLING REQUIREMENTS.** Payments by Pass-through Entity shall be made as follows:

A. Awardee shall submit signed payment requests no more than once per month. The Awardee shall use the payment request process established by the program through the "Submittable" platform and submission of a request shall be by Awardee who is authorized and has the legal authority to bind that specific entity.

Email to: udaf-payables@utah.gov
(or)
Mail to: Utah Department of Agriculture & Food
Attn: Accounts Payable
4315 South 2700 West
TSOB South Building, Floor 2
Taylorsville, UT 84129-2128

B. Pass-through Entity may delay or deny payment to Awardee for billings or claims for services that do not meet the billing deadlines outlined below:

(1) **Final Billings.** Awardee shall submit all billings for costs incurred on or before September 30, 2027, **no later than October 30, 2027**, regardless of Awardee's billing period or the expiration or termination date of this Subaward. Final billings not submitted to Pass-through Entity by this date may not be reimbursed in full or in part.

(2) **Billings Upon Termination of Subaward.** Awardee shall submit all final billings under this Subaward within 30 days of termination of the Subaward, regardless of Awardee's billing period. Billings not received by Pass-through Entity within that 30-day period after the termination date may not be reimbursed in full or in part.

(3) Awardee and Pass-through Entity may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 9 unless it is in writing, signed and dated by both Awardee and Pass-through Entity, and unless the provision to be waived is specifically identified in that writing. In the absence of this requirement, all provisions in paragraph 9 remain in full force and effect and are legally binding and fully enforceable.

10. **INDEPENDENT CAPACITY.** Awardee and its principals, officers, agents, assignees, employees, contractors, or subcontractors, in the performance of this Subaward, shall act in an independent capacity and shall have no authority, express or implied, to bind the State of Utah or UDAF, and shall not have the authority to act as officers, employees, or agents of the State. Awardee acknowledges that the grant funds awarded under this Subaward may be considered taxable income.

11. **CERTIFICATION OF NON-DEBARMENT.** Awardee certifies that neither it nor its principals, officers, agents, employees, contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Subaward by any governmental entity.

12. **FEDERAL LAW COMPLIANCE CERTIFICATION.** Awardee certifies that it is in compliance with federal laws and requirements to the extent they are relevant to and required for the funding and project approved for this Subaward and that it will remain in compliance with any applicable federal laws throughout the duration of the project and the duration of this Subaward.

13. **REDUCTION OF FUNDS.** Upon thirty (30) days written notice delivered to Awardee, Pass-through Entity may terminate this Subaward in whole or in part, if Pass-through Entity, in its sole discretion, reasonably determines: (i) that a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Subaward; or (ii) that a change in available funds affects Pass-through Entity's ability to pay under this Subaward. 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 legislative act or by order of the President or the Governor. If a written notice is delivered to Awardee under this section terminating this Subaward, Pass-through Entity will reimburse Awardee for the procurement items properly ordered and/or properly performed until the effective date of said notice. Pass-through Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **INDEMNIFICATION.** Awardee acknowledges that Pass-through Entity is a governmental entity as defined by the Utah Governmental Immunity Act, UCA §§ 63G-7-101, *et seq*. Pass-through Entity does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Awardee, Awardee 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 Subaward which are caused in whole or in part by the acts, omissions, or negligence of Pass-through Entity or any of its officers, agents, employees and volunteers.

15. **ASSIGNMENT.** Awardee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Subaward unless approved in writing by Pass-through Entity. If Awardee elects to so do, Awardee does so with the express understanding that no provision under this Subaward is waived by Pass-through Entity, unless specifically acknowledged in writing, and Awardee is still bound and required to fulfill all obligations, terms and conditions set forth under this Subaward, whether performed by Awardee, its officers, agents, assignees, employees, contractors or subcontractors.

16. **REMEDIES.** If Pass-through Entity in its sole discretion determines that Awardee, its officers, agents, assignees, employees, contractors or subcontractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Subaward (including the terms and conditions set forth in any attachments to this Subaward), Pass-through Entity may pursue any of the following remedies against Awardee, and/or its officers, agents, assignees, employees, contractors or subcontractors, at its discretion; including but not limited to:

    A. **Disallow Costs.** Pass-through Entity may disallow any costs otherwise allowed under this Subaward and adjust its payments to Awardee by deducting such disallowed costs.

    B. **Withhold Payment.** It may withhold funds from Awardee for non-compliance with any of the terms of this Subaward, misuse of public funds, or failure to comply with state and federal law.

        (1) If an audit finding or judicial determination is made that Awardee misused public funds, Pass-through Entity may also withhold funds otherwise allocated to Awardee to cover the costs of any audits, attorneys' fees and other expenses. Pass-through Entity shall give Awardee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Pass-through Entity shall inform Awardee whether any amounts withheld may be released, and if so, the actions that Awardee must take to bring about the release of any amounts withheld.

        (2) If an independent CPA audit or Pass-through Entity review determines that the payments made by Pass-through Entity to Awardee were incorrectly paid or were based on incorrect information from the Awardee, Pass-through Entity may adjust or withhold Awardee's payments for the remainder of the contract period or until Pass-through Entity fully recoup the funds.

    C. **Require Repayment.** Upon written request by Pass-through Entity, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Awardee. In the alternative, Pass-through Entity shall have the right to withhold any or all subsequent payments pursuant to this Subaward until it fully recoups these funds. In such cases, Awardee shall not be relieved of meeting the requirements of this Subaward.

    D. **Require Corrective Action.** Awardee shall comply with the terms of any corrective action plan required by Pass-through Entity.

    E. **Pursue Any Legal Remedy.** Pass-through Entity and Awardee may avail themselves of all remedies allowed by state or federal law.

    F. **Terminate the Subaward.** Pass-through Entity may terminate this Subaward in accordance with the termination provisions outlined below.

17. **DELAY IN ENFORCEMENT.** Any delay in enforcement of any terms of this Subaward by Pass-through Entity shall not be construed as a waiver of Pass-through Entity's rights to enforce the terms of this Subaward or pursue any of the above remedies.

18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Pass-through Entity may terminate this Subaward, with or without cause, in advance of Subaward's expiration date, by giving Awardee 30-days' written notice.

19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Subaward is intended or shall create any rights with respect to the subject matter of this Subaward in any third party.

20. **JURISDICTION.** The provisions of this Subaward shall be construed and governed by the laws of the State of Utah. The Parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Subaward or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.

21. **ENTIRE AGREEMENT.** This Subaward, including any attachments and/or documents referenced herein, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements.

    The following attachments are incorporated into this Subaward by this reference:

Attachment A	Conflict of Interest
Attachment B	Application (Final)
Attachment C	Utah SIIPA Report
Attachment D	Buy America Build America

22. **AWARDEE HAS NOT ALTERED THIS SUBAWARD.** By signing this Subaward, Awardee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Subaward, and that this Subaward contains the exact provisions that appeared in this document and its exhibits when Pass-through Entity originally sent it to Awardee.

23. **AMENDMENTS.** The Awardee and Pass-Through Entity may modify this Subaward only by written amendment signed by both Parties. Any written amendment validly executed by the Parties shall become part of this Subaward.

24. **DATA PRIVACY AND GRAMA.** Pass-through Entity is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Pass-through Entity does not sell any personal data collected. Any personal data collected as part of this grant shall be used solely for purposes of: (1) administering and enforcing the grant, (2) complying with Pass-through Entity's statutory duties as set forth in Title 4 of the Utah Code (Utah Agricultural Code); (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, state or federal law, including responding to GRAMA (Government Records Access and Management Act, UCA §§ 63G-2-101 *et seq*.) record requests. For

purposes of GRAMA, Pass-through Entity is the custodian of this governmental record. Where possible and legally permissible, personal data shall be provided in aggregate or in redacted form. Awardee may contact Pass-through Entity via the contact information in paragraph 4 of this Subaward to exercise your rights under the Government Data Privacy Act.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

25. **<u>AUTHORITY OF PERSON SIGNING FOR THE AWARDEE</u>.** Awardee represents that the person who has signed this Subaward on behalf of Awardee has full legal authority to bind Awardee and to execute this Subaward.

IN WITNESS WHEREOF, the Parties executed this Subaward:

AWARDEE *(DAGGETT COUNTY)*	**PASS-THROUGH ENTITY** *(UTAH DEPARTMENT OF AGRICULTURE)*
By:_____	**By:**_____
Print Name:_____	Print Name:_____
Title/Position:_____	Title/Position:_____
Date: _____	Date: _____

<u>Required Approvals:</u>

_____		_____	
Program Manager	Date	Division of Finance	Date
_____			
UDAF Administrative Services	Date		

Attachment A

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 (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with state or local government, including, but not limited to, any party that has influence or participates with UDAF's Conservation division.

1).

2).

3).

4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah's Public Officers' and Employees' Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Location**

Title

Burch springs draw noxious weed control phase 5

03/16/2026

id. 53511956

by **Brock Logan** in **2026-2027 UDAF ISM Grant Application**

blogan@daggettcounty.org

Original Submission

03/16/2026

Score	n/a
Grant Application Title	Burch springs draw noxious weed control phase 5
	Applicant Information
Organization Information	Daggett County
Billing Address	2050 EAST AIRPORT ROAD P.O. Box 219 MANILA UT 84046 US 40.9886814 -109.674069
Financial Contact	Keri Pallesen
Financial Contact-Phone Number	+14357843210
Financial Contact-Email	kpallesen@daggettcounty.org
Does your organization have a vendor number with the State of Utah?	No
Please upload your W9	
Name of the Project Manager	Brock Logan

Project Manager-Phone Number	+13073717230
Project Manager-Email	Blogan@daggettcounty.org
	Project Information
Have you created a Utah SIIPA Model for your project?	Yes

Upload SIIPA Project File: Geodatabase (.gbd)

1772658076.gdb.zip

Upload SIIPA Project File: SIIPA Report

burch_creek_phase_5_sippa_report.pdf

Upload SIIPA Project File: SIIPA Maps

burch_creek_phase_5_sippa_map.pdf

In which county is the project primarily located?	Daggett
Select the species you will be targeting.	Canada Thistle Spotted Knapweed Black Henbane Field Bindweed Hoary Cress Musk Thistle Perennial Pepperweed Russian Knapweed Russian Olive Scotch Thistle
Project Description	Answer the following questions to describe your project in further detail and provide a clear picture of the project to the rankers.
Project Location	Burch Springs draw phase 5 is located from South Valley lateral to lower Birch Springs. The start of the project is 12.6 miles as the crow flies to the west of Manila, it borders Sweetwater and Summit County Wyoming. Connor Basin project is 8 miles west bordering Sols Canyon along forest service and the log pole canal. Browns park road is 30 miles as the crow flies to the south east of Manila.

Background on the Project Area	This project encompasses several different types of land and soil compositions that are highly valued for agricultural, recreational, and observational purposes. A significant number of family-owned ranches will be impacted by this grant funding. Due to the drought conditions over the past few years, the available grazing capacity for both domestic livestock and wildlife has substantially diminished. In previous years, we primarily utilized 2,4-D for several consecutive years, subsequently transitioning to duracor in many of these areas. We also historically used Milestone extensively but have gave it a break for the last 5 or 6 years. It appears that some weeds are developing a degree of tolerance to 2,4-D, while others are becoming more tolerant of duracor. Consequently, this year's strategy will place a greater focus on the application of Milestone and or msm-60 in locations where a higher degree of tolerance to the other herbicides has been observed.
Project Overview	This refined treatment plan for the project aims to control noxious weeds and foster the growth of native and superior forage for various animal species. The recent drought conditions have severely hampered noxious weed control, as these are often the only plants capable of surviving low-water environments. We will utilize EDDMapS and EDDR to systematically monitor infestations, both established and new, across the areas of Manila, Birch Creek, Browns Park, and Taylors Flat. These locations experience a high volume of tourism due to landmarks, Flaming Gorge, and the Green River, resulting in a significant transport of weeds throughout the county. The increasing weed population has also substantially elevated fire danger over the past few years, with the upcoming year projected to be the most critical. Due to current funding limitations and lack of public interest, the County Weed Department lacks sufficient personnel. To address this, we initiated a cost-share program where the grant covers 50 percent of the chemical costs, and private landowners cover the remaining 50 percent. This initiative has dramatically increased landowner interest in weed spraying, allowing us to reach previously inaccessible areas and simultaneously enhancing county residents' knowledge of noxious weeds. We have intentionally reduced the scope of this grant compared to past projects to maximize the potential for successful outcomes. We have prioritized acreage based on either the severity of infestation or the potential for achieving the best total control. Our department employs three weed technicians, but they also serve as the County Road Department staff. Without this grant, maintaining a separate weed department would be financially impossible, as our small county can contribute only a minimal amount from its general fund each year to the program. While the invasive problem of quagga mussels on boats is widely recognized, we seek a similar level of public vigilance regarding noxious weeds, specifically discouraging their transport across state and county lines. The program's approach over the last two years has led to a 300 percent increase in public interest, evidenced by the attendance at our last

workshop, which was jointly held with the Soil Conservation program. This event included demonstrations of a no-till drill and weed control equipment. By offering more affordable chemicals and lending out equipment purchased through the grant at no cost, public focus on noxious weed control has significantly intensified. High levels of public land use for hunting, UTV recreation, camping, and visiting the Gorge further contribute to the ease of noxious weed dispersal.

Based on observations from last fall, we intend to utilize Milestone for controlling thistles. Triclopyr will be employed for managing most woody vegetation, and a combination of 2,4-D and MSM 60 will be applied in areas exhibiting potential resistance to Milestone. The County Weed Department aims to complete the spraying and monitoring of all these projects. We anticipate two spray applications—one in the spring and one in the fall—with monitoring conducted both before and after each application.

While 46 projects may seem substantial, they vary considerably in size, ranging from very small to somewhat larger areas. Overall, we are planning to spray approximately 600 acres with our current crew. The addition of a seasonal employee would enhance efficiency and accelerate project completion.

The Soil Conservation Service provides valuable cost-share assistance for ranchers. The Road Department has also been highly cooperative, assisting with spraying efforts and demonstrating flexibility regarding weather and location constraints. Furthermore, we annually rent their side-by-side utility vehicle (UTV) for spraying. The UTV allows us to operate with a smaller environmental footprint and access areas that are challenging to reach with a truck.

The primary focus of this grant is pasture grazing and hay-producing land. Given the local community's needs and the soil conditions, improving the yield of desirable forage crops is crucial for hay production. Weeds often dominate, suppressing the growth of desirable crops. By assisting ranchers and farmers in increasing their hay crop yield, we aim to facilitate a smoother transition into winter, mitigating potential hay shortages. Reliance on importing hay from other counties presents a risk of introducing new weeds; therefore, this project seeks to address several existing issues.

We welcome our new Weed Supervisor, who appears highly motivated to ensure the program significantly benefits the county. He is committed to the optimal utilization of grant funds. We anticipate greater success by reducing the total acreage sprayed, which allows for a higher concentration of herbicide kill on noxious weeds, and by prioritizing key projects that most significantly impact county residents and agriculture.

Our primary weed targets include Musk and Canada Thistle, which pose a significant problem. We have observed better control when spraying is timed to specific periods and weather conditions. Milestone proves highly effective on these thistles where alfalfa is absent. When alfalfa is present, 2,4-D combined with a small amount of MSM 60 is more effective. Burdock

is consistently managed through spraying or digging.

Black Henbane, a noxious weed poisonous to livestock if ingested, is prevalent along roadsides and on ranches. Although easily controlled, its seeds remain dormant in the soil seedbed. Consequently, tilling or plowing a field frequently results in a new growth of Black Henbane, which can quickly become unmanageable, rendering the entire field unsuitable for hay or grazing.

A major objective, pushed for by our weed department, is to make progress in managing the Russian Olive population within the county. Last year, we collaborated with local ranchers and residents to raise awareness. For instance, the Broadbent Ranch cut down and immediately sprayed numerous Russian Olives. We are scheduled to monitor the success of this treatment this year. Similarly, Bob Ford hired a contractor to remove and immediately spray his Russian Olives, and we are eager to assess the results and treat any small regrowth at both sites. We also plan to remove and spray Russian Olives along roadsides and in project areas where they are encroaching on fields, particularly given residents' complaints about related allergies.

While desirable to control, weeds such as Perennial Pepperweed are not the primary focus this year, as they pose a lesser threat than thistles, especially when the area is not experiencing drought and fields are well-irrigated early in the season. Similarly, Curlycup Gumweed, once established, grows aggressively but can be managed through early control and the cultivation of a competitive crop that can naturally suppress it.

We aim to treat Whitetop (formerly known as Hoary Cress) in the fall, as our best results occur when the temperature is near freezing and the area has been freshly cut weeks prior. Thus, fall applications will concentrate on Foxtail, Hoary Cress, and potentially some Knapweed.

For agricultural land applications, our primary equipment is a UTV equipped with a 32-foot boom and a 60-gallon tank. It also features two spray reels, allowing for either two-person spot spraying or single-person boom spraying, depending on the need. While we possess two truck-mounted sprayers for right-of-way applications, the UTV is utilized most frequently during the summer due to its maneuverability, offering a superior overall setup.

The prioritization of the project involves targeting thistle rosettes in the springtime. Additionally, we aim to cut all Russian Olives before they produce seeds.

We hope to re-establish collaboration with the Bureau of Land Management (BLM). The Forest Service operates its own successful weed program, and we maintain weekly communication with them but currently have no joint projects. We are actively seeking to strengthen our relationship with the BLM.

While the cost-share component is essential, the core of this program is providing spraying services for ranchers and farmers to improve their

agricultural lands and to educate the community and local citizens about the weeds present on their properties, thereby advancing our efforts in weed control.

End Goal	The ultimate objective of this refined treatment plan is to achieve measurable success in noxious weed control, ecological restoration, and public awareness. Specifically, the project aims to successfully treat and achieve optimal total control or significant reduction in infestation across 600 acres within the priority areas of Manila, Birch Creek, Browns Park, and Taylors Flat. Success will be quantified by the resulting control of noxious weeds and the corresponding proliferation of native and superior forage to benefit local animal species. Furthermore, by reducing the weed population in these areas, a direct outcome will be a significant mitigation of fire risk, addressing the county's increasing vulnerability. This will also enhance the available feed for domestic livestock and wildlife. Finally, the program seeks to sustain the heightened public engagement, as demonstrated by the 300 percent increase in workshop participation, to promote long-term community-based vigilance against the transport of noxious weeds across state and county lines.

Supporting Documents

Burch_Springs_draw_phase_5_performance_plan_-_Sheet1.pdf

Project Budget

ISMBudgetTemplate.xlsx

Budget Items Description	Due to the county's extensive geographic spread, limited seasonal interest, and a personnel constraint of only three full-time spray applicators—with the hope of securing one seasonal position—our ability to independently cover a sufficient acreage is limited. Furthermore, our three full-time sprayers are also assigned to full-time road department duties. To address this, we implemented a collaborative program where this grant covers half the cost of the necessary chemicals, and landowners assume the remaining fifty percent to treat noxious weeds on their properties. This program has proven highly successful, enabling us to cover 50% more acreage than we could manage solely with county personnel. The Personnel category covers the wages for spray applicators and managers engaged in weed-related activities. These activities include herbicide application, monitoring weed populations, developing new projects, facilitating the sale of chemicals to landowners, and conducting one-on-one learning sessions with landowners to assess their needs for eliminating or better controlling their weed issues. The Supplies category encompasses several different needs. While we are better equipped now than in the past and do not need to purchase any major spraying equipment, we do require funds for maintaining the current fleet, including new parts, maintenance fluids, and general repairs. We also need to acquire more Personal Protective Equipment (PPE), such as gloves and eyewear. We provide landowners with necessary PPE free of charge if they lack the required safety gear. All equipment loaned to landowners is provided at no cost, serving as an incentive for their participation in noxious weed control efforts. Mapping costs have increased due to advancements in technology and the required software programs needed to efficiently map and analyze project areas. The increased allocation in this category will help us stay current with all necessary programs and potentially invest in software and equipment capable of calculating precise spray application rates and total volume per acre. The subscriptions line item also includes phone data, which is essential for using applications like EDDMapS and for operating the tablets. We need to upgrade these tablets to a better software that can utilize more programs for increased efficiency. Additionally, we need more hand tools for manual weed removal and monitoring tools such as tape measures, flags, and whiteboards. The chemicals we selected—2,4-D, Glyphosate, MSM 60, Milestone, Duracor, Triclopyr, 90/10 Surfactant, and Highlight Blue—were narrowed down to those that offer the best chance of success, are cost-effective, and are easy for landowners to apply.
Amount Requested from UDAF	75000
Budget Documents	

Partnerships- In-Kind and Monetary	Please select any partnerships that contribute efforts or supplies for an in-kind value and any partners that are providing monetary contributions. Please answer additional questions that will appear for each category of partnerships selected.
In-Kind Partnerships	Private Sector State and Local Government
Private Sector In-Kind Contributions	Please fill in the table below with details on private sector in-kind contributions.

Private In-Kind Contributions Table

private_inkind_contributions.xlsx

Private In-Kind Contributions Description	The in-kind private contributions were provided primarily by Broadbent LLC, specifically Hugh Stattman and Lot Broadbent. Additional contributors include A.J. Olson, James Olson, Doug Beck, Kolby Hullinger, Mark Anderson, Boyd Pallesen, Raymond Pallesen, Donald Pallesen, Jed Olson, George Olson, Bob Slagowski, Brad Swedlind, Wendy Carlton, Chad Brady, Cindy Keller, Debbie Rose, Martin Rose, Brian Tinker, Sean Hughes, Glen Tinker, Brandon Tinker, Brian Smith, Becky Bindl, Floyd Briggs, Matt Henry, Matt Tippets, Bob Forb, and other county residents. Their contributions consist of mechanical labor, fuel, and time.
Total Private In-Kind Contributions	7500
State and Local Government In-Kind Contributions	Please fill in the table below with details on state and local government in-kind contributions.

State and Local In-Kind Contributions Table

stateandlocal_InKind_Contributions.xlsx

State and Local In-Kind Contributions Description	Daggett County road department helps with monitoring the road ways for noxious weeds and spraying when we need help.
Total State and Local Gov In-Kind Contributions	2000
Total In-Kind Contributions	9500
Monetary Partnerships	State and Local Government
State and Local Government Monetary Contributions	Please fill in the table below with details on state and local government in-kind contributions.

State and Local Government Monetary Contributions Table

partners_statelocal_monetary.xlsx

State and Local Government Description	Daggett County contributes 12000 from the general fund to help with expenses to ensure that the grant gets completed with as much success as possible. Soil conservation does a cost share on chemical when the weed department sprays on their land paying for half of the chemical up to 500 dollars per ranch.
Total State an Local Gov. Monetary Contributions	14000
Total Monetary Contributions	14000
Performance Plan	Please provide the details of the activities being implemented for this project.
Treatments and Activities	Herbicide Treatments Mechanical Treatments Mapping Monitoring Education and Outreach
Herbicide Treatments	Please fill out the table and description box below if any herbicide treatments are planned for this project.

Herbicide Treatments Table

Treatment Questions.xlsx

Total Herbicide Acres	900
Herbicide Treatment - Description	See performance plan attached.
Mechanical Treatments	Please fill out the following table and description box if any mechanical treatments occur for this project.

Mechanical Treatments Table- Required Information

Mechanical Questions Submit.xlsx

Total Mechanical Acres	50.1
Mechanical Treatment - Description	We will pull certain noxious weeds when necessary and dig up burdock when it makes more sense then taking a weed sprayer to treat them and this fall we will mow all road right of ways
Total Treatment and Restoration Acres	950.1

Mapping Activities	Please fill in the below table and description box for any mapping activities that occur for this project.

Mapping Activities Table- Required Information

Mapping Questions Submit.xlsx

Total Acres Mapped	626
Mapping Activities - Description	As we spray we will map all weed activity in project areas, near project areas and will take more photos of the Russian Olive and Canada Thistle projects in Manila .
Monitoring Activities	Please fill in the below table and description box for any monitoring activities that occur for this project.

Monitoring Activities Table- Required Information

Monitoring Quesions Submit.xlsx

Total Number of Monitoring Activities	100
Monitoring Activities - Description	As we spray we will map all weed activity in project areas and near project areas and will take more photos of the russian olive and canada thistle projects in manila
Education and Outreach Activities	Please fill in the following table and description box if education and outreach activities occur for this project.

Education and Outreach Activities Table- Required Information

Education and Outreach Quesions Submit.xlsx

Total Number of People Impacted by Education and Outreach Activities	50
Education and Outreach Activities - Description	The Daggett County Soil Conservation and Daggett County Weed Board meetings are held on the second Wednesday of every month to discuss local concerns related to weed population and soil health. Last year, we hosted our first annual County Weed and Soil Workshop, which was a significant success with nearly 40 participants. We intend to hold the workshop again this year, with the specific date to be determined based on weather conditions and the availability of the Pavilion.

Internal Form

Score	n/a

Category	Line Item Description	Enter Amount Budgeted
Personnel Item 1:	County Employess	38250
Personnel Item 2:		
Personnel Item 3:		
x	**Personnel Total:**	38250
Supplies Item 1:	PPE Hand Tools, sprayer parts & repairs	4000
Supplies Item 2:	GPS, mapping tools	3000
Supplies Item 3:	Gps, tools for monitoring, subscriptions	4250
x	**Supplies Total*:**	11250
Consultants / Contracts Item 1:		
Consultants / Contracts Item 2:		
Consultants / Contracts Item 3:		
x	**Consultants / Contracts Total:**	0
Chemicals Item 1:	herbicide	14000
Chemicals Item 2:	tank aduvants,90-10 brewer	2375
Chemicals Item 3:	highlight blue, sudds	2375
x	**Chemicals Total:**	18750
Other Item 1:		
Other Item 2:		
Other Item 3:		
x	**Other Total:**	0
x	x	x
x	**Total Project Budgeted:**	68250

x	**Maximum Allowed Administration:**	6825
x	**Total Project and Administration:**	75075
x	x	x
x	**Actual Requested Administration:**	6750
x	**Grant Total Requested:**	75000

Infromation Needed	Treatment 1	Treatment 2	Treatment 3
Mechanical Methods (e.g. tilling)	hand pulling	digging	mowing
Acres Treated	0.05	0.05	50
Date or Date Range of Activity	7/01/26-6/31-27	07/01/26-06/31/27	07/01/26-06/31/27
Target Species (e.g. dyer's woad)	all noxious weeds	burdock	all noxious weeds
Who will be implementing the treatment?	Daggett County	Daggett County	Daggett County

State/Local Gov. Partners	Monetary Contribution ($)	How will the contribution be used?
Daggett county	12000	money from general fund
Daggett county soil conservation	2000	cost share

Private Sector Partners	In-Kind Contribution Value ($)	Description
county residence	7500	see description below

State and Local Partners	In-Kind Contribution Value ($)	Description
daggett county road department	2000	equiptment,labor,misc

Information Needed	Treatment 1	Treatment 2	Treatment 3
Herbicide Applied (e.g 2,4-D)	24d,milestone,msm 60	24d,milestone,msm 60	24d,milestone,msm 60, glyphosate, tryclopyr
Adjuvants (e.g. surfactants, dye)	alligare 90-10, highlight blue	alligare 90-10, highlight blue	alligare 90-10, highlight blue
Application Rate (e.g. oz/acre)	it depends on chemicals	it depends on chemicals	it depends on chemicals
Application Method (e.g. boom spray)	boom and spot spray	boom and spot spray	boom and spot spray
Acres treated	300	300	300
Date or Date Range of Application	4/15/27-6/31/27	7/01/26-10/15/26	07/01/26-6/31/27
Targeted Species (e.g. Vententata)	all noxious weeds	all noxious weeds	all noxious weeds
Who will be applying the chemical?	Weed Department	Weed Department	Private Landowners

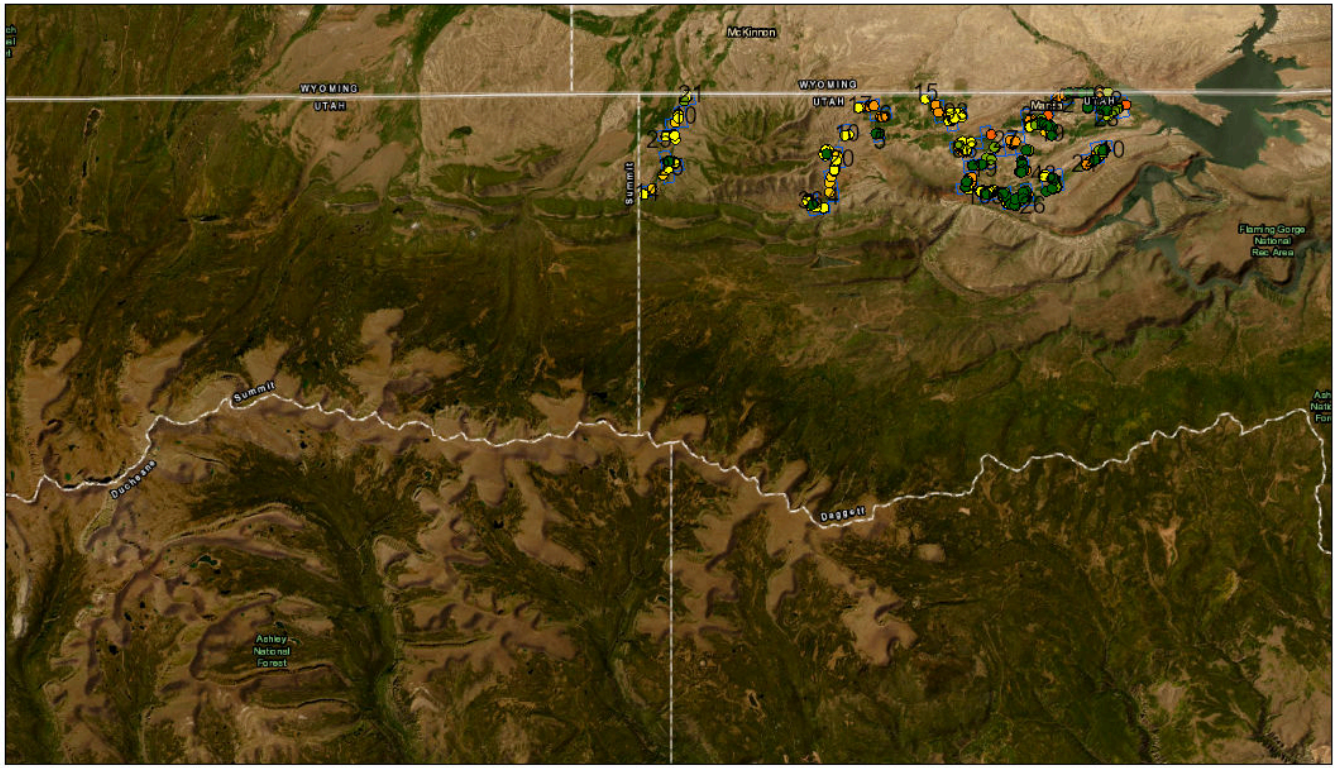
Information Needed	Mapping Activity 1	Mapping Activity 2	Mapping Activity 3
Species	all noxious weeds	russian olive	Canada thistle
Date or Date Range of Activity	07/01/26-06/31/27	07/01/26-06/31/27	07/01/26-06/31/27
Acres Mapped	600	25	1
How many people mapping?	3	1	1
How many hours per person mapping?	250	10	5

Information Needed	Activity 1	Activity 2
Method Used	EDDMaps	Pictures
Number of Samples	75	25
Date of Monitoring	07/01/26-06/31/27	07/01/26-06/31/27
Species	All Noxious Weeds	Russian Olive, Canada Thistle

Information Needed	Activity 1	Activity 2
Event	Weed Board	Weed/Soil workshop
Materials Used	open discussion	Pamphlet/Papers
Number of Participants	10	40
Date of Activity	every second wednesday	To be Determined
Location of Activity	Daggett County Courthouse	Daggett County Pavilion
Species	All Noxious Weeds	All Noxious Weeds

birch creek phase 5

SIIPA Report



3/4/2026

- Priority Areas For Treatment
- Project
- assess
- Priority for Treatment - 2
- Priority for Treatment - 3
- Priority for Treatment - 4
- Priority for Treatment - 5
- Priority for Treatment - 6
- Priority for Treatment - 7
- Priority for Treatment - 9

1:379,188

0 2.5 5 10 mi

0 3.75 7.5 15 km

Esri, HERE, Garmin, Earthstar Geographics

Acreage Report

GRANT ITEM	AMOUNT	PERCENT
TOTAL ACRES	574	
FEDERAL	32	6
STATE	62	11
PRIVATE	487	85
TRIBAL		

Project

OBJECT ID	PERCENT STATE	PERCENT FEDERAL	PERCENT PRIVATE	STATE ACRES	FEDERAL ACRES	PRIVATE ACRES	TOTAL ACRES	CENTER Y	CENTER X
1	6	82	12	2	27	4	33	40.9013	-109.1612
2			100			1	1	40.9615	-109.9792
3			100			31	31	40.9916	-109.9713
4			100			1	1	40.9746	-109.9813
5	100			22			22	40.9662	-109.8671
6	71		24	12		4	17	40.9734	-109.856
7	25	25	75	1	1	3	4	40.9367	-109.8748
8			100			1	1	40.9904	-109.8432
9			100			1	1	40.9906	-109.837
10			100			1	1	40.9911	-109.8336
11			100			2	2	40.9853	-109.8274
12			100			3	3	40.9937	-109.7922
13			100			135	135	40.9697	-109.7676
14			100			83	83	40.9856	-109.7762
15			100			1	1	40.9755	-109.7491
16			100			1	1	40.9688	-109.7466
17			100			10	10	40.9629	-109.7507
18			100			52	52	40.9705	-109.7339
19			100			1	1	40.9737	-109.7356
20			100			1	1	40.9595	-109.7558
21			100			1	1	40.959	-109.7603
22			100			1	1	40.9501	-109.7666
23			100			1	1	40.947	-109.7668
24			100			3	3	40.9494	-109.7637
25	100		100	1		1	1	40.9454	-109.7543
26	100		100	1		1	1	40.9444	-109.7543
27	100			1			1	40.9438	-109.7525
28	100			1			1	40.9436	-109.753
29	100			1			1	40.9435	-109.7519
30	33		100	1		3	3	40.9451	-109.749
31			100			1	1	40.9462	-109.7488
32			100			1	1	40.9462	-109.748
33	100			2			2	40.8895	-109.1433
34		100			1		1	40.8854	-109.134
35			100			1	1	40.9436	-109.7397
36	100		100	1		1	1	40.9425	-109.7409
37			100			1	1	40.9424	-109.7384
38			100			4	4	40.9402	-109.7335
39		33	100		1	3	3	40.9383	-109.7349
40			100			2	2	40.9391	-109.7325
41			100			36	36	40.9428	-109.726
42			100			1	1	40.9451	-109.7101

43			100			1	1	40.9463	-109.706
44			100			1	1	40.9477	-109.703
45			100			1	1	40.9514	-109.705
46			100			2	2	40.9533	-109.7118
47	39		63	16		26	41	40.9627	-109.6751
48			100			11	11	40.9558	-109.727
49			100			7	7	40.9615	-109.728
50			100			2	2	40.9673	-109.7239
51			100			1	1	40.9669	-109.724
52			100			1	1	40.9671	-109.724
53			100			1	1	40.9856	-109.6668
54			100			2	2	40.989	-109.6804
55			100			1	1	40.9891	-109.669
56		100	100		1	1	1	40.9898	-109.6594
57		100			1		1	40.9919	-109.6548
58			100			3	3	40.9983	-109.667
59			100			1	1	40.9982	-109.6785
60			100			1	1	40.998	-109.6809
61			100			1	1	40.9983	-109.6866
62			100			1	1	40.9981	-109.6942
63			100			1	1	40.9982	-109.6924
64			100			1	1	40.9983	-109.6936
65			100			2	2	40.9974	-109.698
66			100			1	1	40.996	-109.702
67			100			1	1	40.9964	-109.7009
68			100			1	1	40.9915	-109.7045
69			100			1	1	40.9863	-109.7088
70			100			1	1	40.9819	-109.7129
71			100			1	1	40.9809	-109.7133
72			100			1	1	40.9808	-109.718
73			100			1	1	40.981	-109.7171
74			100			1	1	40.9798	-109.7216
75			100			1	1	40.9816	-109.7194
76			100			1	1	40.9823	-109.7216
77			100			1	1	40.9839	-109.7215
78			100			7	7	40.9748	-109.7085
79			100			1	1	40.9768	-109.7066

Prioritization

TYPE	CLASS	WEIGHT	DESCRIPTION
habitat	1	1	highest priority
habitat	2	9	lowest priority
control	1	1	highest priority
control	2	9	lowest priority
impact	1	1	highest priority
impact	2	9	lowest priority
extent	1	1	highest priority
extent	2	5	medium priority
extent	3	9	lowest priority

Priority Species in Project Area

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
3011	musk thistle, nodding thistle	260	1	1	1767	3	61	1831	97		3	440	20	22
2792	Canada thistle	201	1	1	1134	2	22	1158	98		2	180	9	20
5232	hoary cress	32	2	2	39		3	42	93		7	180	9	20
5736	black henbane	19	1	1	21		5	26	81		19	175	7	25
5931	perennial pepperweed	33	2	2	426	5	7	438	97	1	2	161	7	23
4388	Russian knapweed	37	2	2	63	1	5	69	91	1	7	144	6	24
3022	Russian olive	33	1	1	156			156	100			125	5	25
4338	field bindweed	1	2	2	2			2	100			48	3	16
50209	spotted knapweed	9	2	2	14			14	100			28	1	28

Other Species

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
3937	puncturevine	1	2	2	1			1	100			32	2	16
4365	poison hemlock	1	2	2	1			1	100			20	1	20
4432	Scotch thistle	2	2	2	11			11	100			20	1	20

Habitat

DETAILED DESC	ECO LU	Class
Central Rocky Mountain Dry Lower Montane-Foothill Forest	Rocky Mountain Foothill Limber Pine-Juniper Woodland	2
Southern Rocky Mountain & Colorado Plateau Two-needle Pinyon - One-seed Juniper Woodland	Colorado Plateau Pinyon-Juniper Shrubland	2
Great Plains Floodplain Forest	Western Great Plains Riparian Woodland and Shrubland	2
Southern Rocky Mountain Montane Shrubland	Rocky Mountain Lower Montane-Foothill Shrubland	2
Great Plains Mixedgrass & Fescue Prairie	Northwestern Great Plains Mixedgrass Prairie	2
Great Plains Marsh, Wet Meadow, Shrubland & Playa	Western Great Plains Open Freshwater Depression Wetland	2
Great Plains Saline Wet Meadow & Marsh	Western Great Plains Saline Depression Wetland	2
Warm & Cool Desert Alkali-Saline marsh, Playa & Shrubland	Inter-Mountain Basins Greasewood Flat	2
Great Basin Saltbush Scrub	Inter-Mountain Basins Mat Saltbush Shrubland	2
Great Basin Saltbush Scrub	Inter-Mountain Basins Mixed Salt Desert Scrub	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Shrubland	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Steppe	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Montane Sagebrush Steppe	2
Great Basin-Intermountain Dwarf Sagebrush Steppe & Shrubland	Wyoming Basins Dwarf Sagebrush Shrubland and Steppe	2
Western North American Temperate Cliff, Scree & Rock Vegetation	Rocky Mountain Cliff, Canyon and Massive Bedrock	2
Intermountain Basins Cliff, Scree & Badlands Sparse Vegetation	Colorado Plateau Mixed Bedrock Canyon and Tableland	2
Pasture & Hay Field Crop	Pasture/Hay	1
Developed & Urban	Developed, Open Space	1

Biocontrol

YEAR	AGENT	HOST COMMON	HOST GENUS	HOST SPECIES	REPORTER

SIMP

YEAR	SITE	TARGET WEED	AGENT

Threatened and Endangered Species

Watch out for these threatened and endangered species which are known to be in your project area:

FREQUENCY	EST_ID	SCOM NAME	SNAME	S_RANK
4	7649	Northern Leopard Frog	Lithobates pipiens	S3
2	7662	American White Pelican	Pelecanus erythrorhynchos	S3B
3	7719	Bald Eagle	Haliaeetus leucocephalus	S2B,S4N
3	7732	Golden Eagle	Aquila chrysaetos	S4
2	7735	Peregrine Falcon	Falco peregrinus	S3B
3	7744	Greater Sage-grouse	Centrocercus urophasianus	S3
1	7832	Flammulated Owl	Psiloscops flammeolus	S3S4B
1	7837	Northern Pygmy-owl	Glaucidium gnoma	S3S4B
1	7863	Lewis's Woodpecker	Melanerpes lewis	S3
1	7876	Olive-sided Flycatcher	Contopus cooperi	S3S4B
3	7909	Pinyon Jay	Gymnorhinus cyanocephalus	S3
1	8064	Black Rosy-finch	Leucosticte atrata	S1
2	8089	Colorado River Cutthroat Trout	Oncorhynchus clarkii pleuriticus	S3
2	8106	Humpback Chub	Gila cypha	S2
2	8108	Roundtail Chub	Gila robusta	S2
1	8120	Colorado Pikeminnow	Ptychocheilus lucius	S3
2	8129	Bluehead Sucker	Catostomus discobolus	S3
1	8130	Flannelmouth Sucker	Catostomus latipinnis	S3
1	8133	Razorback Sucker	Xyrauchen texanus	S2
2	8168	Little Brown Myotis	Myotis lucifugus	S3
1	8169	Yuma Myotis	Myotis yumanensis	S3
1	8172	Fringed Myotis	Myotis thysanodes	S3
3	8173	Long-legged Myotis	Myotis volans	S3S4
1	8182	Townsend's Big-eared Bat	Corynorhinus townsendii	S3
1	8188	American Pika	Ochotona princeps	S4
3	8210	White-tailed Prairie Dog	Cynomys leucurus	S4
4	8219	Idaho Pocket Gopher	Thomomys idahoensis	S2S3
4	8272	Brown (Grizzly) Bear	Ursus arctos	SX
3	8286	Canada Lynx	Lynx canadensis	S1
1	11275	Ute Ladies' Tresses	Spiranthes diluvialis	S2
1	12573	Western bumble bee	Bombus occidentalis	S1S2

Project Soil Composition

Your Dominant Soil Type for your project is Group

Understanding soil types is important for planning erosion control and water management strategies. The dominant hydrologic group in your project area influences how water moves through the soil and the potential for runoff. Here's what the classifications mean: Soil with slower infiltration rates due to a layer that impedes water movement, resulting in moderate to high runoff potential.

Group	Infiltration	Runoff	Description	Soil Type
A	High	Low	These soils drain water quickly, like sandy soils, and have the lowest chance of causing runoff.	More than 90% sand, less than 10% clay
B	Moderate	Moderately Low	These soils absorb water moderately well, with a mix of sand and clay. Runoff is generally low.	50–90% sand, 10–20% clay
C	Slow	Moderately High	These soils drain more slowly due to layers that block water movement.	Less than 50% sand, 20–40% clay
D	Lowest	Highest	These soils drain water poorly, like heavy clay, and have the highest runoff potential.	Less than 50% sand, more than 40% clay

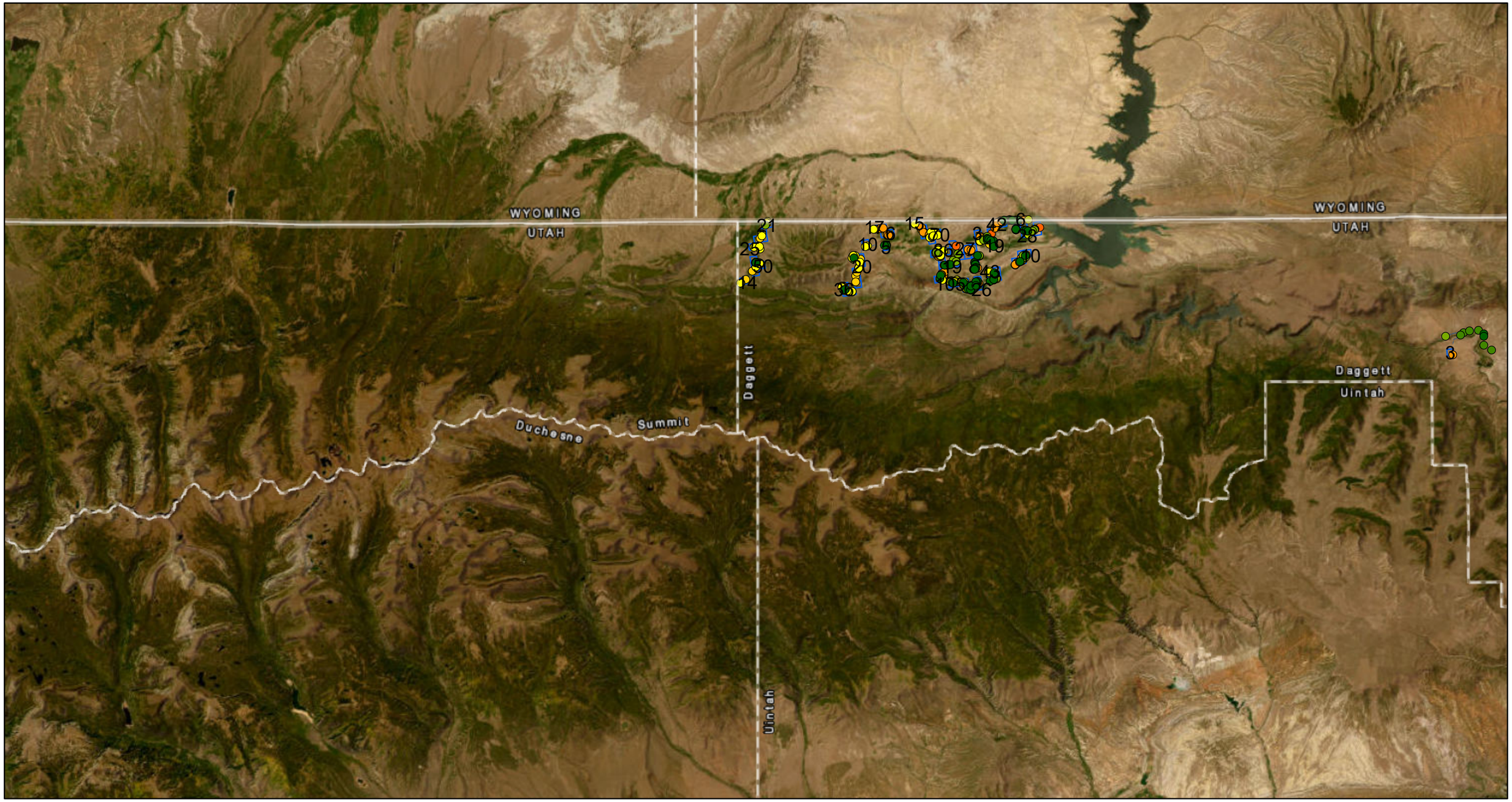
Sometimes, soils have dual classifications like A/D, B/D, or C/D. These indicate that the soil behaves differently depending on how well it's drained:

- The **first letter** shows how the soil acts when properly drained (e.g., A = low runoff).
- The **second letter** shows how it acts when undrained (e.g., D = high runoff).

For example, A/D soils act like sandy soils (Group A) when drained but behave like heavy clay soils (Group D) if undrained.

If the hydrologic group value is missing in your report, it means that no data is available for that specific area. While this may not impact your overall project assessment, it's something to note and possibly address during project planning.

Utah SIIPA



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Project Points

- Priority for Treatment - 2
- Priority for Treatment - 3
- Priority for Treatment - 4
- Priority for Treatment - 5
- Priority for Treatment - 6
- Priority for Treatment - 7
- Priority for Treatment - 8
- Priority for Treatment - 9
- Priority Areas For Treatment
- Project Shape

0 4.5 9 18 mi

0 5 10 20 km

Esri, HERE, Garmin, Earthstar Geographics

EDDMaps GIS

BUY AMERICA BUILD AMERICA

ATTACHMENT D

BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

1. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are

paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

2. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

1. Applying the Buy America Preference would be inconsistent with the public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will

provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

Definitions.

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:
    i. Non-ferrous metals;
    ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
    iii. Glass (including optic glass);
    iv. Fiber optic cable (including drop cable);
    v. Optical fiber;
    vi. Lumber;
    vii. Engineered wood; and
    viii. Drywall.
2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Vendor # 53581196

UTAH DEPARTMENT OF AGRICULTURE AND FOOD

reement # _____

INVASIVE SPECIES MITIGATION GRANT AGREEMENT

1. **CONTRACTING PARTIES.** This Grant Agreement ("Agreement") is between the Utah Department of Agriculture and Food ("UDAF"), hereinafter referred to as Grantor, and the following individual/entity, hereinafter referred to as Grantee:

   Grantee Name: Daggett County

   Payment Address: 2050 East Airport Road PO Box 219

   City: Manila State: Utah Zip code: 84046

2. **AGREEMENT AMOUNT AND PERIOD.** The service period of this Agreement is effective in the period stated, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor's discretion and with Grantor's written approval.

Agreement Amount	**$28,750.00**
Agreement Period	**July 1st 2026 - June 30th 2027**

3. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is **Burch springs draw noxious weed control phase 5**. The above Agreement Amount will only be disbursed after Grantee submits proper billing requests, as stated in paragraph 10 below. Such requests are approved by UDAF as allowed purchases in line with the purpose of the Agreement and what was submitted in Grantee's application for this Agreement.

4. **AGREEMENT INQUIRIES.** Inquiries regarding this Agreement shall be directed to the following individuals:

Contact Information	Grantee	UDAF
Name	Keri Pallesen	Aaron Eagar
Phone Number	1-435-784-3210	801-602-1961
Email	kpallesen@daggettcounty.org	aeagar@utah.gov

5. **FUNDING.** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass-through money as defined in UCA § 63G-6a-103(35), § 63J-1-101 *et seq*., and § 51-2a-101 *et seq*. If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 9 of this agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq*.

6. **EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement.

7. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Agreement. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns, shall

be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this Agreement.

8. **COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS.** Grantee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Grant as found in UCA §§ 9-8a-101, *et seq*.

   Grantee specifically agrees to the following:

   A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

      (1) UDAF shall work with Grantee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.

      (2) Grantee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.

      (3) To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Grantee shall refrain from all ground disturbing activities until UDAF provides a written letter to Grantee authorizing work to proceed.

      (4) If during ground-disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.

      (4) Human Remains Discovery: If Grantee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony, work within 100' shall stop immediately. Grantee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Grantee shall treat human remains discovered on state, or privately-owned

land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to, UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401 *et seq*.

9. **GRANTEE PROGRAM AND RECORDS REQUIREMENTS.** Grantee shall comply with the following program reporting and inspection requirements:

   A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports listed below:

      (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
      (2) A final written itemized report when all the state money is spent;
      (3) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or expended, including any such funding that has not been spent; and
      (4) A final written itemized report regarding any funds received or expended pursuant to subsections (1)-(3).

   B. Upon request, Grantee shall allow UDAF to inspect the project or the use of any equipment funded under this Agreement.

   C. Upon request, UDAF may elect to attend any meetings between Grantee and its contractor or subcontractors.

   D. Grantee shall maintain all invoices, receipts, copies of all agreements with any contractors or subcontractors, and any other documentation associated with the grant for five years and until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.

   E. Grantee shall allow UDAF to examine any and all records under paragraph 9 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise agreed to in writing by the parties to this Agreement.

   F. **Grantee's failure to provide any information requested under this Agreement, including in its annual and final reports, and the information required for SHPO clearance, in a timely manner, may result in this Agreement being terminated, grant monies reduced in full or in part, or may require Grantee fully reimburse UDAF for monies received by Grantee under this Agreement and may disqualify Grantee from applying for UDAF grants in the future. The foregoing is in addition to Grantor's right to pursue any other legal remedy allowed under state or federal law.**

10. **BILLING REQUIREMENTS.** Payments by Grantor shall be made as follows:

   A. Grantee shall submit payment requests no more often than once a month. Grantee shall use the payment request process established by the program through the "Submittable" platform and submission of a request shall be by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed, or oversaw the actual work completed, and has the legal authority to bind that specific entity.

B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

(1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th for the preceding fiscal year may not be reimbursed in full or in part.

(2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.

(3) Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 10 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 10 remain in full force and effect and are legally binding and fully enforceable.

(4) UDAF will withhold final payment of the total grant award until all work undertaken pursuant to the grant agreement is complete and a final report detailing the work completed is filed with UDAF.

11. **INDEPENDENT CAPACITY.** Grantee and any SubGrantee(s), in the performance of this Agreement, shall act in an independent capacity and shall have no authority, express or implied, to bind the State of Utah or UDAF, and shall not have the authority to act as officers, employees, or agents of the State. Grantee acknowledges that the grant funds awarded under this Agreement may be considered taxable income.

12. **CERTIFICATION OF NON-DEBARMENT.** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or the Commissioner's designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.

13. **REDUCTION OF FUNDS.** Upon thirty (30) days written notice delivered to Grantee, Grantor may terminate this agreement in whole or in part, if Grantor, in its sole discretion, reasonably determines: (i) that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects Grantor's ability to pay under this Agreement. 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 legislative act or by order of the President or the Governor. If a written notice is delivered to Grantee under this section terminating this Agreement, Grantor will reimburse Grantee for the procurement items properly ordered and/or properly performed until the effective date of said notice. Grantor will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **INDEMNIFICATION.** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA §§ 63G-7-101, *et seq*. Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, 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 Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.

15. **ASSIGNMENT.** Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or subcontractors.

16. **REMEDIES.** If Grantor in its sole discretion determines that Grantee, its officers, agents, employees, contractors or subcontractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or subcontractors, at its discretion; including but not limited to:

    A. **Disallow Costs.** Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.

    B. **Withhold Payment.** It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.

        (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys' fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.

        (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee's payments for the remainder of the contract period or until Grantor fully recoups the funds.

    C. **Require Repayment.** Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.

D. **Require Corrective Action.** Grantee shall comply with the terms of any corrective action plan required by Grantor.

E. **Pursue Any Legal Remedy.** Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.

F. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.

17. **DELAY IN ENFORCEMENT.** Any delay in enforcement of any terms of this agreement by Grantor shall not be construed as a waiver of Grantor's rights to enforce the terms of this agreement or pursue any of the above remedies.

18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.

19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

20. **JURISDICTION.** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.

21. **ENTIRE AGREEMENT.** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements.

    The following documents are attached to and are incorporated into this Agreement by this reference:

Attachment A	Declaration of Conflict of Interest
Attachment B	2026 ISM Grant Application
Attachment C	2026 Compliance with State and Cultural Resource Requirements

22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT.** By signing this Agreement, Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains the exact provisions that appeared in this document and its attachments when Grantor originally sent it to Grantee.

23. **AMENDMENTS.** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.

24. **DATA PRIVACY AND GRAMA.** Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected

as part of this grant shall be used for solely purposes of: (1) administering and enforcing the grant, (2) complying with Grantor's statutory duties as set forth in Title 4 of the Utah Code (Utah Agricultural Code); (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, state or federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-101 *et seq*.) record requests. For purposes of GRAMA, Grantor is the custodian of this governmental record. Where possible and legally permissible, personal data shall be provided in aggregate or in redacted form. You may contact Grantor via the contact information in paragraph 4 of this Agreement to exercise your rights under the Government Data Privacy Act.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

24. **<u>AUTHORITY OF PERSON SIGNING FOR THE GRANTEE</u>.** Grantee represents that the person who has signed this Agreement on behalf of Grantee has full legal authority to bind Grantee and to execute this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE *(DAGGETT COUNTY)*	**GRANTOR** *(UTAH DEPARTMENT OF AGRICULTURE)*
By:_____	**By:**_____
Print Name:_____	Print Name:_____
Title/Position:_____	Title/Position:_____
Date:_____	Date:_____

<u>Required Approvals:</u>

_____		_____	
Program Manager	Date	Division of Finance	Date
_____			
UDAF Administrative Services	Date		

Attachment A

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 (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with state or local government, including, but not limited to, any party that has influence or participates with UDAF's Conservation division.

1).

2).

3).

4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah's Public Officers' and Employees' Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Location**

Title

Burch springs draw noxious weed control phase 5

03/16/2026

id. 53511956

by **Brock Logan** in **2026-2027 UDAF ISM Grant Application**

blogan@daggettcounty.org

Original Submission

03/16/2026

Score	n/a
Grant Application Title	Burch springs draw noxious weed control phase 5
	Applicant Information
Organization Information	Daggett County
Billing Address	2050 EAST AIRPORT ROAD P.O. Box 219 MANILA UT 84046 US 40.9886814 -109.674069
Financial Contact	Keri Pallesen
Financial Contact-Phone Number	+14357843210
Financial Contact-Email	kpallesen@daggettcounty.org
Does your organization have a vendor number with the State of Utah?	No
Please upload your W9	
Name of the Project Manager	Brock Logan

Project Manager-Phone Number	+13073717230
Project Manager-Email	Blogan@daggettcounty.org
	Project Information
Have you created a Utah SIIPA Model for your project?	Yes

Upload SIIPA Project File: Geodatabase (.gbd)

1772658076.gdb.zip

Upload SIIPA Project File: SIIPA Report

burch_creek_phase_5_sippa_report.pdf

Upload SIIPA Project File: SIIPA Maps

burch_creek_phase_5_sippa_map.pdf

In which county is the project primarily located?	Daggett
Select the species you will be targeting.	Canada Thistle Spotted Knapweed Black Henbane Field Bindweed Hoary Cress Musk Thistle Perennial Pepperweed Russian Knapweed Russian Olive Scotch Thistle
Project Description	Answer the following questions to describe your project in further detail and provide a clear picture of the project to the rankers.
Project Location	Burch Springs draw phase 5 is located from South Valley lateral to lower Birch Springs. The start of the project is 12.6 miles as the crow flies to the west of Manila, it borders Sweetwater and Summit County Wyoming. Connor Basin project is 8 miles west bordering Sols Canyon along forest service and the log pole canal. Browns park road is 30 miles as the crow flies to the south east of Manila.

Background on the Project Area	This project encompasses several different types of land and soil compositions that are highly valued for agricultural, recreational, and observational purposes. A significant number of family-owned ranches will be impacted by this grant funding. Due to the drought conditions over the past few years, the available grazing capacity for both domestic livestock and wildlife has substantially diminished. In previous years, we primarily utilized 2,4-D for several consecutive years, subsequently transitioning to duracor in many of these areas. We also historically used Milestone extensively but have gave it a break for the last 5 or 6 years. It appears that some weeds are developing a degree of tolerance to 2,4-D, while others are becoming more tolerant of duracor. Consequently, this year's strategy will place a greater focus on the application of Milestone and or msm-60 in locations where a higher degree of tolerance to the other herbicides has been observed.
Project Overview	This refined treatment plan for the project aims to control noxious weeds and foster the growth of native and superior forage for various animal species. The recent drought conditions have severely hampered noxious weed control, as these are often the only plants capable of surviving low-water environments. We will utilize EDDMapS and EDDR to systematically monitor infestations, both established and new, across the areas of Manila, Birch Creek, Browns Park, and Taylors Flat. These locations experience a high volume of tourism due to landmarks, Flaming Gorge, and the Green River, resulting in a significant transport of weeds throughout the county. The increasing weed population has also substantially elevated fire danger over the past few years, with the upcoming year projected to be the most critical. Due to current funding limitations and lack of public interest, the County Weed Department lacks sufficient personnel. To address this, we initiated a cost-share program where the grant covers 50 percent of the chemical costs, and private landowners cover the remaining 50 percent. This initiative has dramatically increased landowner interest in weed spraying, allowing us to reach previously inaccessible areas and simultaneously enhancing county residents' knowledge of noxious weeds. We have intentionally reduced the scope of this grant compared to past projects to maximize the potential for successful outcomes. We have prioritized acreage based on either the severity of infestation or the potential for achieving the best total control. Our department employs three weed technicians, but they also serve as the County Road Department staff. Without this grant, maintaining a separate weed department would be financially impossible, as our small county can contribute only a minimal amount from its general fund each year to the program. While the invasive problem of quagga mussels on boats is widely recognized, we seek a similar level of public vigilance regarding noxious weeds, specifically discouraging their transport across state and county lines. The program's approach over the last two years has led to a 300 percent increase in public interest, evidenced by the attendance at our last

workshop, which was jointly held with the Soil Conservation program. This event included demonstrations of a no-till drill and weed control equipment. By offering more affordable chemicals and lending out equipment purchased through the grant at no cost, public focus on noxious weed control has significantly intensified. High levels of public land use for hunting, UTV recreation, camping, and visiting the Gorge further contribute to the ease of noxious weed dispersal.

Based on observations from last fall, we intend to utilize Milestone for controlling thistles. Triclopyr will be employed for managing most woody vegetation, and a combination of 2,4-D and MSM 60 will be applied in areas exhibiting potential resistance to Milestone. The County Weed Department aims to complete the spraying and monitoring of all these projects. We anticipate two spray applications—one in the spring and one in the fall—with monitoring conducted both before and after each application.

While 46 projects may seem substantial, they vary considerably in size, ranging from very small to somewhat larger areas. Overall, we are planning to spray approximately 600 acres with our current crew. The addition of a seasonal employee would enhance efficiency and accelerate project completion.

The Soil Conservation Service provides valuable cost-share assistance for ranchers. The Road Department has also been highly cooperative, assisting with spraying efforts and demonstrating flexibility regarding weather and location constraints. Furthermore, we annually rent their side-by-side utility vehicle (UTV) for spraying. The UTV allows us to operate with a smaller environmental footprint and access areas that are challenging to reach with a truck.

The primary focus of this grant is pasture grazing and hay-producing land. Given the local community's needs and the soil conditions, improving the yield of desirable forage crops is crucial for hay production. Weeds often dominate, suppressing the growth of desirable crops. By assisting ranchers and farmers in increasing their hay crop yield, we aim to facilitate a smoother transition into winter, mitigating potential hay shortages. Reliance on importing hay from other counties presents a risk of introducing new weeds; therefore, this project seeks to address several existing issues.

We welcome our new Weed Supervisor, who appears highly motivated to ensure the program significantly benefits the county. He is committed to the optimal utilization of grant funds. We anticipate greater success by reducing the total acreage sprayed, which allows for a higher concentration of herbicide kill on noxious weeds, and by prioritizing key projects that most significantly impact county residents and agriculture.

Our primary weed targets include Musk and Canada Thistle, which pose a significant problem. We have observed better control when spraying is timed to specific periods and weather conditions. Milestone proves highly effective on these thistles where alfalfa is absent. When alfalfa is present, 2,4-D combined with a small amount of MSM 60 is more effective. Burdock

is consistently managed through spraying or digging.

Black Henbane, a noxious weed poisonous to livestock if ingested, is prevalent along roadsides and on ranches. Although easily controlled, its seeds remain dormant in the soil seedbed. Consequently, tilling or plowing a field frequently results in a new growth of Black Henbane, which can quickly become unmanageable, rendering the entire field unsuitable for hay or grazing.

A major objective, pushed for by our weed department, is to make progress in managing the Russian Olive population within the county. Last year, we collaborated with local ranchers and residents to raise awareness. For instance, the Broadbent Ranch cut down and immediately sprayed numerous Russian Olives. We are scheduled to monitor the success of this treatment this year. Similarly, Bob Ford hired a contractor to remove and immediately spray his Russian Olives, and we are eager to assess the results and treat any small regrowth at both sites. We also plan to remove and spray Russian Olives along roadsides and in project areas where they are encroaching on fields, particularly given residents' complaints about related allergies.

While desirable to control, weeds such as Perennial Pepperweed are not the primary focus this year, as they pose a lesser threat than thistles, especially when the area is not experiencing drought and fields are well-irrigated early in the season. Similarly, Curlycup Gumweed, once established, grows aggressively but can be managed through early control and the cultivation of a competitive crop that can naturally suppress it.

We aim to treat Whitetop (formerly known as Hoary Cress) in the fall, as our best results occur when the temperature is near freezing and the area has been freshly cut weeks prior. Thus, fall applications will concentrate on Foxtail, Hoary Cress, and potentially some Knapweed.

For agricultural land applications, our primary equipment is a UTV equipped with a 32-foot boom and a 60-gallon tank. It also features two spray reels, allowing for either two-person spot spraying or single-person boom spraying, depending on the need. While we possess two truck-mounted sprayers for right-of-way applications, the UTV is utilized most frequently during the summer due to its maneuverability, offering a superior overall setup.

The prioritization of the project involves targeting thistle rosettes in the springtime. Additionally, we aim to cut all Russian Olives before they produce seeds.

We hope to re-establish collaboration with the Bureau of Land Management (BLM). The Forest Service operates its own successful weed program, and we maintain weekly communication with them but currently have no joint projects. We are actively seeking to strengthen our relationship with the BLM.

While the cost-share component is essential, the core of this program is providing spraying services for ranchers and farmers to improve their

agricultural lands and to educate the community and local citizens about the weeds present on their properties, thereby advancing our efforts in weed control.

End Goal	The ultimate objective of this refined treatment plan is to achieve measurable success in noxious weed control, ecological restoration, and public awareness. Specifically, the project aims to successfully treat and achieve optimal total control or significant reduction in infestation across 600 acres within the priority areas of Manila, Birch Creek, Browns Park, and Taylors Flat. Success will be quantified by the resulting control of noxious weeds and the corresponding proliferation of native and superior forage to benefit local animal species. Furthermore, by reducing the weed population in these areas, a direct outcome will be a significant mitigation of fire risk, addressing the county's increasing vulnerability. This will also enhance the available feed for domestic livestock and wildlife. Finally, the program seeks to sustain the heightened public engagement, as demonstrated by the 300 percent increase in workshop participation, to promote long-term community-based vigilance against the transport of noxious weeds across state and county lines.

Supporting Documents

Burch_Springs_draw_phase_5_performance_plan_-_Sheet1.pdf

Project Budget

ISMBudgetTemplate.xlsx

Budget Items Description	Due to the county's extensive geographic spread, limited seasonal interest, and a personnel constraint of only three full-time spray applicators—with the hope of securing one seasonal position—our ability to independently cover a sufficient acreage is limited. Furthermore, our three full-time sprayers are also assigned to full-time road department duties. To address this, we implemented a collaborative program where this grant covers half the cost of the necessary chemicals, and landowners assume the remaining fifty percent to treat noxious weeds on their properties. This program has proven highly successful, enabling us to cover 50% more acreage than we could manage solely with county personnel. The Personnel category covers the wages for spray applicators and managers engaged in weed-related activities. These activities include herbicide application, monitoring weed populations, developing new projects, facilitating the sale of chemicals to landowners, and conducting one-on-one learning sessions with landowners to assess their needs for eliminating or better controlling their weed issues. The Supplies category encompasses several different needs. While we are better equipped now than in the past and do not need to purchase any major spraying equipment, we do require funds for maintaining the current fleet, including new parts, maintenance fluids, and general repairs. We also need to acquire more Personal Protective Equipment (PPE), such as gloves and eyewear. We provide landowners with necessary PPE free of charge if they lack the required safety gear. All equipment loaned to landowners is provided at no cost, serving as an incentive for their participation in noxious weed control efforts. Mapping costs have increased due to advancements in technology and the required software programs needed to efficiently map and analyze project areas. The increased allocation in this category will help us stay current with all necessary programs and potentially invest in software and equipment capable of calculating precise spray application rates and total volume per acre. The subscriptions line item also includes phone data, which is essential for using applications like EDDMapS and for operating the tablets. We need to upgrade these tablets to a better software that can utilize more programs for increased efficiency. Additionally, we need more hand tools for manual weed removal and monitoring tools such as tape measures, flags, and whiteboards. The chemicals we selected—2,4-D, Glyphosate, MSM 60, Milestone, Duracor, Triclopyr, 90/10 Surfactant, and Highlight Blue—were narrowed down to those that offer the best chance of success, are cost-effective, and are easy for landowners to apply.
Amount Requested from UDAF	75000
Budget Documents	

Partnerships- In-Kind and Monetary	Please select any partnerships that contribute efforts or supplies for an in-kind value and any partners that are providing monetary contributions. Please answer additional questions that will appear for each category of partnerships selected.
In-Kind Partnerships	Private Sector State and Local Government
Private Sector In-Kind Contributions	Please fill in the table below with details on private sector in-kind contributions.

Private In-Kind Contributions Table

private_inkind_contributions.xlsx

Private In-Kind Contributions Description	The in-kind private contributions were provided primarily by Broadbent LLC, specifically Hugh Stattman and Lot Broadbent. Additional contributors include A.J. Olson, James Olson, Doug Beck, Kolby Hullinger, Mark Anderson, Boyd Pallesen, Raymond Pallesen, Donald Pallesen, Jed Olson, George Olson, Bob Slagowski, Brad Swedlind, Wendy Carlton, Chad Brady, Cindy Keller, Debbie Rose, Martin Rose, Brian Tinker, Sean Hughes, Glen Tinker, Brandon Tinker, Brian Smith, Becky Bindl, Floyd Briggs, Matt Henry, Matt Tippets, Bob Forb, and other county residents. Their contributions consist of mechanical labor, fuel, and time.
Total Private In-Kind Contributions	7500
State and Local Government In-Kind Contributions	Please fill in the table below with details on state and local government in-kind contributions.

State and Local In-Kind Contributions Table

stateandlocal_InKind_Contributions.xlsx

State and Local In-Kind Contributions Description	Daggett County road department helps with monitoring the road ways for noxious weeds and spraying when we need help.
Total State and Local Gov In-Kind Contributions	2000
Total In-Kind Contributions	9500
Monetary Partnerships	State and Local Government
State and Local Government Monetary Contributions	Please fill in the table below with details on state and local government in-kind contributions.

State and Local Government Monetary Contributions Table

partners_statelocal_monetary.xlsx

State and Local Government Description	Daggett County contributes 12000 from the general fund to help with expenses to ensure that the grant gets completed with as much success as possible. Soil conservation does a cost share on chemical when the weed department sprays on their land paying for half of the chemical up to 500 dollars per ranch.
Total State an Local Gov. Monetary Contributions	14000
Total Monetary Contributions	14000
Performance Plan	Please provide the details of the activities being implemented for this project.
Treatments and Activities	Herbicide Treatments Mechanical Treatments Mapping Monitoring Education and Outreach
Herbicide Treatments	Please fill out the table and description box below if any herbicide treatments are planned for this project.

Herbicide Treatments Table

Treatment Questions.xlsx

Total Herbicide Acres	900
Herbicide Treatment - Description	See performance plan attached.
Mechanical Treatments	Please fill out the following table and description box if any mechanical treatments occur for this project.

Mechanical Treatments Table- Required Information

Mechanical Questions Submit.xlsx

Total Mechanical Acres	50.1
Mechanical Treatment - Description	We will pull certain noxious weeds when necessary and dig up burdock when it makes more sense then taking a weed sprayer to treat them and this fall we will mow all road right of ways
Total Treatment and Restoration Acres	950.1

Mapping Activities	Please fill in the below table and description box for any mapping activities that occur for this project.

Mapping Activities Table- Required Information

Mapping Questions Submit.xlsx

Total Acres Mapped	626
Mapping Activities - Description	As we spray we will map all weed activity in project areas, near project areas and will take more photos of the Russian Olive and Canada Thistle projects in Manila .
Monitoring Activities	Please fill in the below table and description box for any monitoring activities that occur for this project.

Monitoring Activities Table- Required Information

Monitoring Quesions Submit.xlsx

Total Number of Monitoring Activities	100
Monitoring Activities - Description	As we spray we will map all weed activity in project areas and near project areas and will take more photos of the russian olive and canada thistle projects in manila
Education and Outreach Activities	Please fill in the following table and description box if education and outreach activities occur for this project.

Education and Outreach Activities Table- Required Information

Education and Outreach Quesions Submit.xlsx

Total Number of People Impacted by Education and Outreach Activities	50
Education and Outreach Activities - Description	The Daggett County Soil Conservation and Daggett County Weed Board meetings are held on the second Wednesday of every month to discuss local concerns related to weed population and soil health. Last year, we hosted our first annual County Weed and Soil Workshop, which was a significant success with nearly 40 participants. We intend to hold the workshop again this year, with the specific date to be determined based on weather conditions and the availability of the Pavilion.

Internal Form

Score	n/a

Category	Line Item Description	Enter Amount Budgeted
Personnel Item 1:	County Employess	38250
Personnel Item 2:		
Personnel Item 3:		
x	**Personnel Total:**	38250
Supplies Item 1:	PPE Hand Tools, sprayer parts & repairs	4000
Supplies Item 2:	GPS, mapping tools	3000
Supplies Item 3:	Gps, tools for monitoring, subscriptions	4250
x	**Supplies Total*:**	11250
Consultants / Contracts Item 1:		
Consultants / Contracts Item 2:		
Consultants / Contracts Item 3:		
x	**Consultants / Contracts Total:**	0
Chemicals Item 1:	herbicide	14000
Chemicals Item 2:	tank aduvants,90-10 brewer	2375
Chemicals Item 3:	highlight blue, sudds	2375
x	**Chemicals Total:**	18750
Other Item 1:		
Other Item 2:		
Other Item 3:		
x	**Other Total:**	0
x	x	x
x	**Total Project Budgeted:**	68250

x	**Maximum Allowed Administration:**	6825
x	**Total Project and Administration:**	75075
x	x	x
x	**Actual Requested Administration:**	6750
x	**Grant Total Requested:**	75000

Infromation Needed	Treatment 1	Treatment 2	Treatment 3
Mechanical Methods (e.g. tilling)	hand pulling	digging	mowing
Acres Treated	0.05	0.05	50
Date or Date Range of Activity	7/01/26-6/31-27	07/01/26-06/31/27	07/01/26-06/31/27
Target Species (e.g. dyer's woad)	all noxious weeds	burdock	all noxious weeds
Who will be implementing the treatment?	Daggett County	Daggett County	Daggett County

State/Local Gov. Partners	Monetary Contribution ($)	How will the contribution be used?
Daggett county	12000	money from general fund
Daggett county soil conservation	2000	cost share

Private Sector Partners	In-Kind Contribution Value ($)	Description
county residence	7500	see description below

State and Local Partners	In-Kind Contribution Value ($)	Description
daggett county road department	2000	equiptment,labor,misc

Information Needed	Treatment 1	Treatment 2	Treatment 3
Herbicide Applied (e.g 2,4-D)	24d,milestone,msm 60	24d,milestone,msm 60	24d,milestone,msm 60, glyphosate, tryclopyr
Adjuvants (e.g. surfactants, dye)	alligare 90-10, highlight blue	alligare 90-10, highlight blue	alligare 90-10, highlight blue
Application Rate (e.g. oz/acre)	it depends on chemicals	it depends on chemicals	it depends on chemicals
Application Method (e.g. boom spray)	boom and spot spray	boom and spot spray	boom and spot spray
Acres treated	300	300	300
Date or Date Range of Application	4/15/27-6/31/27	7/01/26-10/15/26	07/01/26-6/31/27
Targeted Species (e.g. Vententata)	all noxious weeds	all noxious weeds	all noxious weeds
Who will be applying the chemical?	Weed Department	Weed Department	Private Landowners

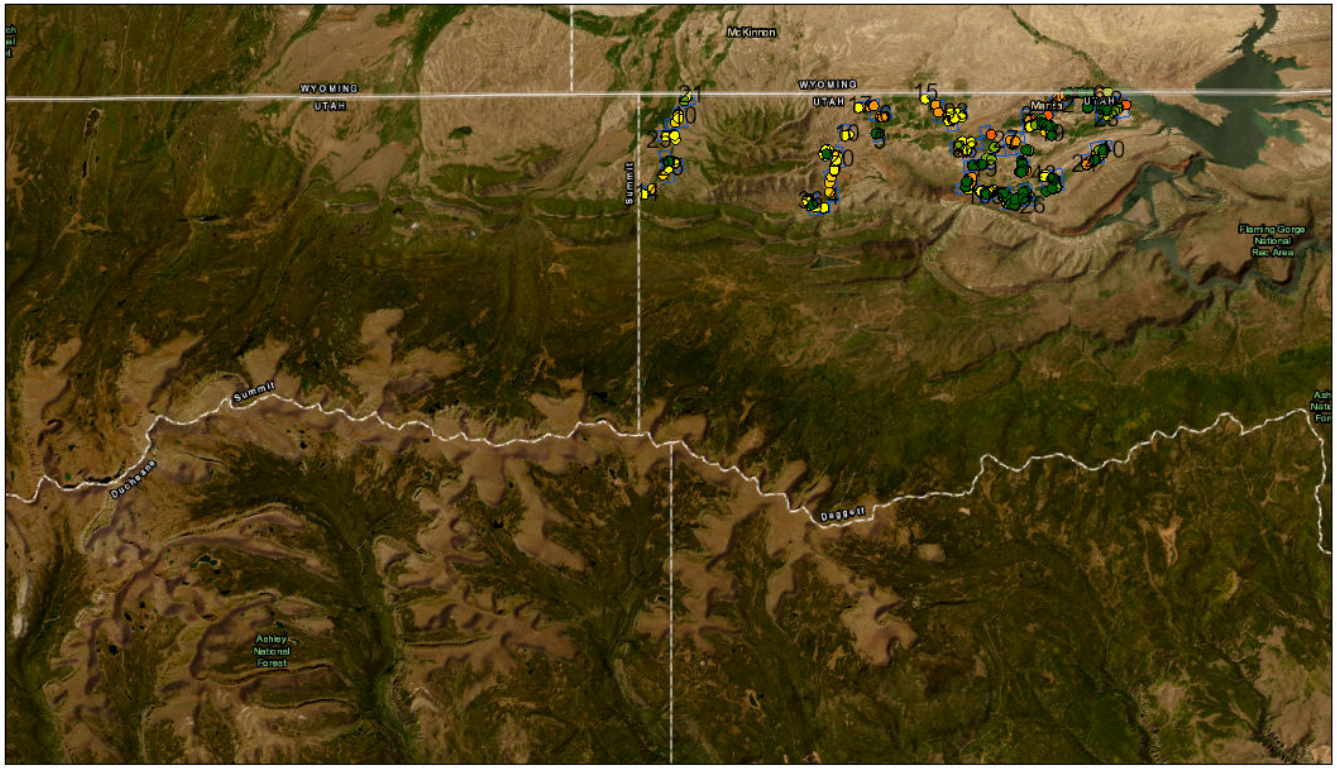
Information Needed	Mapping Activity 1	Mapping Activity 2	Mapping Activity 3
Species	all noxious weeds	russian olive	Canada thistle
Date or Date Range of Activity	07/01/26-06/31/27	07/01/26-06/31/27	07/01/26-06/31/27
Acres Mapped	600	25	1
How many people mapping?	3	1	1
How many hours per person mapping?	250	10	5

Information Needed	Activity 1	Activity 2
Method Used	EDDMaps	Pictures
Number of Samples	75	25
Date of Monitoring	07/01/26-06/31/27	07/01/26-06/31/27
Species	All Noxious Weeds	Russian Olive, Canada Thistle

Information Needed	Activity 1	Activity 2
Event	Weed Board	Weed/Soil workshop
Materials Used	open discussion	Pamphlet/Papers
Number of Participants	10	40
Date of Activity	every second wednesday	To be Determined
Location of Activity	Daggett County Courthouse	Daggett County Pavilion
Species	All Noxious Weeds	All Noxious Weeds

birch creek phase 5

SIIPA Report



3/4/2026

- Priority Areas For Treatment
- Project
- assess
- Priority for Treatment - 2
- Priority for Treatment - 3
- Priority for Treatment - 4
- Priority for Treatment - 5
- Priority for Treatment - 6
- Priority for Treatment - 7
- Priority for Treatment - 9

1:379,188

0 2.5 5 10 mi

0 3.75 7.5 15 km

Esri, HERE, Garmin, Earthstar Geographics

Acreage Report

GRANT ITEM	AMOUNT	PERCENT
TOTAL ACRES	574	
FEDERAL	32	6
STATE	62	11
PRIVATE	487	85
TRIBAL		

Project

OBJECT ID	PERCENT STATE	PERCENT FEDERAL	PERCENT PRIVATE	STATE ACRES	FEDERAL ACRES	PRIVATE ACRES	TOTAL ACRES	CENTER Y	CENTER X
1	6	82	12	2	27	4	33	40.9013	-109.1612
2			100			1	1	40.9615	-109.9792
3			100			31	31	40.9916	-109.9713
4			100			1	1	40.9746	-109.9813
5	100			22			22	40.9662	-109.8671
6	71		24	12		4	17	40.9734	-109.856
7	25	25	75	1	1	3	4	40.9367	-109.8748
8			100			1	1	40.9904	-109.8432
9			100			1	1	40.9906	-109.837
10			100			1	1	40.9911	-109.8336
11			100			2	2	40.9853	-109.8274
12			100			3	3	40.9937	-109.7922
13			100			135	135	40.9697	-109.7676
14			100			83	83	40.9856	-109.7762
15			100			1	1	40.9755	-109.7491
16			100			1	1	40.9688	-109.7466
17			100			10	10	40.9629	-109.7507
18			100			52	52	40.9705	-109.7339
19			100			1	1	40.9737	-109.7356
20			100			1	1	40.9595	-109.7558
21			100			1	1	40.959	-109.7603
22			100			1	1	40.9501	-109.7666
23			100			1	1	40.947	-109.7668
24			100			3	3	40.9494	-109.7637
25	100		100	1		1	1	40.9454	-109.7543
26	100		100	1		1	1	40.9444	-109.7543
27	100			1			1	40.9438	-109.7525
28	100			1			1	40.9436	-109.753
29	100			1			1	40.9435	-109.7519
30	33		100	1		3	3	40.9451	-109.749
31			100			1	1	40.9462	-109.7488
32			100			1	1	40.9462	-109.748
33	100			2			2	40.8895	-109.1433
34		100			1		1	40.8854	-109.134
35			100			1	1	40.9436	-109.7397
36	100		100	1		1	1	40.9425	-109.7409
37			100			1	1	40.9424	-109.7384
38			100			4	4	40.9402	-109.7335
39		33	100		1	3	3	40.9383	-109.7349
40			100			2	2	40.9391	-109.7325
41			100			36	36	40.9428	-109.726
42			100			1	1	40.9451	-109.7101

43			100			1	1	40.9463	-109.706
44			100			1	1	40.9477	-109.703
45			100			1	1	40.9514	-109.705
46			100			2	2	40.9533	-109.7118
47	39		63	16		26	41	40.9627	-109.6751
48			100			11	11	40.9558	-109.727
49			100			7	7	40.9615	-109.728
50			100			2	2	40.9673	-109.7239
51			100			1	1	40.9669	-109.724
52			100			1	1	40.9671	-109.724
53			100			1	1	40.9856	-109.6668
54			100			2	2	40.989	-109.6804
55			100			1	1	40.9891	-109.669
56		100	100		1	1	1	40.9898	-109.6594
57		100			1		1	40.9919	-109.6548
58			100			3	3	40.9983	-109.667
59			100			1	1	40.9982	-109.6785
60			100			1	1	40.998	-109.6809
61			100			1	1	40.9983	-109.6866
62			100			1	1	40.9981	-109.6942
63			100			1	1	40.9982	-109.6924
64			100			1	1	40.9983	-109.6936
65			100			2	2	40.9974	-109.698
66			100			1	1	40.996	-109.702
67			100			1	1	40.9964	-109.7009
68			100			1	1	40.9915	-109.7045
69			100			1	1	40.9863	-109.7088
70			100			1	1	40.9819	-109.7129
71			100			1	1	40.9809	-109.7133
72			100			1	1	40.9808	-109.718
73			100			1	1	40.981	-109.7171
74			100			1	1	40.9798	-109.7216
75			100			1	1	40.9816	-109.7194
76			100			1	1	40.9823	-109.7216
77			100			1	1	40.9839	-109.7215
78			100			7	7	40.9748	-109.7085
79			100			1	1	40.9768	-109.7066

Prioritization

TYPE	CLASS	WEIGHT	DESCRIPTION
habitat	1	1	highest priority
habitat	2	9	lowest priority
control	1	1	highest priority
control	2	9	lowest priority
impact	1	1	highest priority
impact	2	9	lowest priority
extent	1	1	highest priority
extent	2	5	medium priority
extent	3	9	lowest priority

Priority Species in Project Area

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
3011	musk thistle, nodding thistle	260	1	1	1767	3	61	1831	97		3	440	20	22
2792	Canada thistle	201	1	1	1134	2	22	1158	98		2	180	9	20
5232	hoary cress	32	2	2	39		3	42	93		7	180	9	20
5736	black henbane	19	1	1	21		5	26	81		19	175	7	25
5931	perennial pepperweed	33	2	2	426	5	7	438	97	1	2	161	7	23
4388	Russian knapweed	37	2	2	63	1	5	69	91	1	7	144	6	24
3022	Russian olive	33	1	1	156			156	100			125	5	25
4338	field bindweed	1	2	2	2			2	100			48	3	16
50209	spotted knapweed	9	2	2	14			14	100			28	1	28

Other Species

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODEL (Q)
3937	puncturevine	1	2	2	1			1	100			32	2	16
4365	poison hemlock	1	2	2	1			1	100			20	1	20
4432	Scotch thistle	2	2	2	11			11	100			20	1	20

Habitat

DETAILED DESC	ECO LU	Class
Central Rocky Mountain Dry Lower Montane-Foothill Forest	Rocky Mountain Foothill Limber Pine-Juniper Woodland	2
Southern Rocky Mountain & Colorado Plateau Two-needle Pinyon - One-seed Juniper Woodland	Colorado Plateau Pinyon-Juniper Shrubland	2
Great Plains Floodplain Forest	Western Great Plains Riparian Woodland and Shrubland	2
Southern Rocky Mountain Montane Shrubland	Rocky Mountain Lower Montane-Foothill Shrubland	2
Great Plains Mixedgrass & Fescue Prairie	Northwestern Great Plains Mixedgrass Prairie	2
Great Plains Marsh, Wet Meadow, Shrubland & Playa	Western Great Plains Open Freshwater Depression Wetland	2
Great Plains Saline Wet Meadow & Marsh	Western Great Plains Saline Depression Wetland	2
Warm & Cool Desert Alkali-Saline marsh, Playa & Shrubland	Inter-Mountain Basins Greasewood Flat	2
Great Basin Saltbush Scrub	Inter-Mountain Basins Mat Saltbush Shrubland	2
Great Basin Saltbush Scrub	Inter-Mountain Basins Mixed Salt Desert Scrub	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Shrubland	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Steppe	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Montane Sagebrush Steppe	2
Great Basin-Intermountain Dwarf Sagebrush Steppe & Shrubland	Wyoming Basins Dwarf Sagebrush Shrubland and Steppe	2
Western North American Temperate Cliff, Scree & Rock Vegetation	Rocky Mountain Cliff, Canyon and Massive Bedrock	2
Intermountain Basins Cliff, Scree & Badlands Sparse Vegetation	Colorado Plateau Mixed Bedrock Canyon and Tableland	2
Pasture & Hay Field Crop	Pasture/Hay	1
Developed & Urban	Developed, Open Space	1

Biocontrol

YEAR	AGENT	HOST COMMON	HOST GENUS	HOST SPECIES	REPORTER

SIMP

YEAR	SITE	TARGET WEED	AGENT

Threatened and Endangered Species

Watch out for these threatened and endangered species which are known to be in your project area:

FREQUENCY	EST_ID	SCOM NAME	SNAME	S_RANK
4	7649	Northern Leopard Frog	Lithobates pipiens	S3
2	7662	American White Pelican	Pelecanus erythrorhynchos	S3B
3	7719	Bald Eagle	Haliaeetus leucocephalus	S2B,S4N
3	7732	Golden Eagle	Aquila chrysaetos	S4
2	7735	Peregrine Falcon	Falco peregrinus	S3B
3	7744	Greater Sage-grouse	Centrocercus urophasianus	S3
1	7832	Flammulated Owl	Psiloscops flammeolus	S3S4B
1	7837	Northern Pygmy-owl	Glaucidium gnoma	S3S4B
1	7863	Lewis's Woodpecker	Melanerpes lewis	S3
1	7876	Olive-sided Flycatcher	Contopus cooperi	S3S4B
3	7909	Pinyon Jay	Gymnorhinus cyanocephalus	S3
1	8064	Black Rosy-finch	Leucosticte atrata	S1
2	8089	Colorado River Cutthroat Trout	Oncorhynchus clarkii pleuriticus	S3
2	8106	Humpback Chub	Gila cypha	S2
2	8108	Roundtail Chub	Gila robusta	S2
1	8120	Colorado Pikeminnow	Ptychocheilus lucius	S3
2	8129	Bluehead Sucker	Catostomus discobolus	S3
1	8130	Flannelmouth Sucker	Catostomus latipinnis	S3
1	8133	Razorback Sucker	Xyrauchen texanus	S2
2	8168	Little Brown Myotis	Myotis lucifugus	S3
1	8169	Yuma Myotis	Myotis yumanensis	S3
1	8172	Fringed Myotis	Myotis thysanodes	S3
3	8173	Long-legged Myotis	Myotis volans	S3S4
1	8182	Townsend's Big-eared Bat	Corynorhinus townsendii	S3
1	8188	American Pika	Ochotona princeps	S4
3	8210	White-tailed Prairie Dog	Cynomys leucurus	S4
4	8219	Idaho Pocket Gopher	Thomomys idahoensis	S2S3
4	8272	Brown (Grizzly) Bear	Ursus arctos	SX
3	8286	Canada Lynx	Lynx canadensis	S1
1	11275	Ute Ladies' Tresses	Spiranthes diluvialis	S2
1	12573	Western bumble bee	Bombus occidentalis	S1S2

Project Soil Composition

Your Dominant Soil Type for your project is Group

Understanding soil types is important for planning erosion control and water management strategies. The dominant hydrologic group in your project area influences how water moves through the soil and the potential for runoff. Here's what the classifications mean: Soil with slower infiltration rates due to a layer that impedes water movement, resulting in moderate to high runoff potential.

Group	Infiltration	Runoff	Description	Soil Type
A	High	Low	These soils drain water quickly, like sandy soils, and have the lowest chance of causing runoff.	More than 90% sand, less than 10% clay
B	Moderate	Moderately Low	These soils absorb water moderately well, with a mix of sand and clay. Runoff is generally low.	50–90% sand, 10–20% clay
C	Slow	Moderately High	These soils drain more slowly due to layers that block water movement.	Less than 50% sand, 20–40% clay
D	Lowest	Highest	These soils drain water poorly, like heavy clay, and have the highest runoff potential.	Less than 50% sand, more than 40% clay

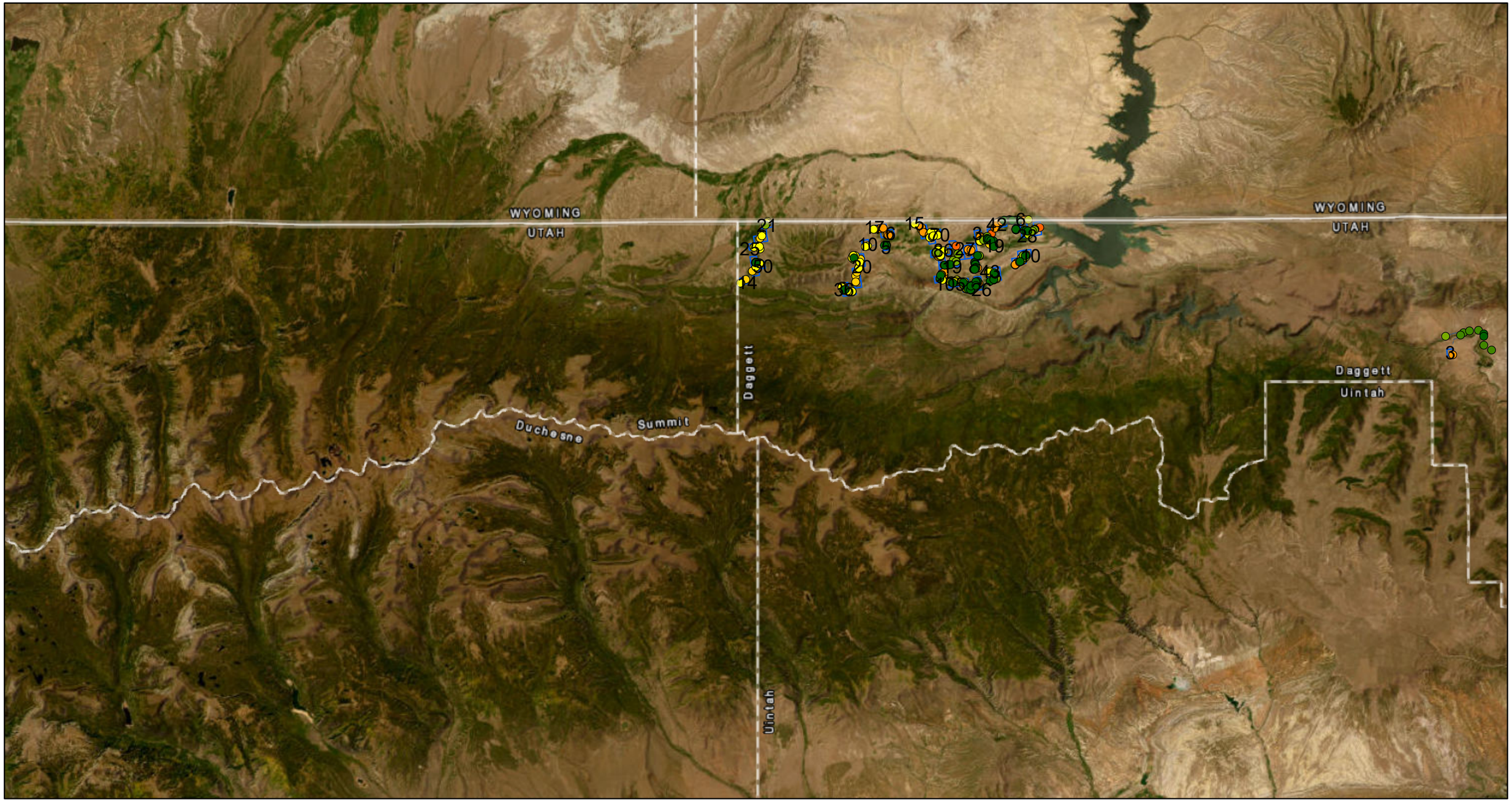
Sometimes, soils have dual classifications like A/D, B/D, or C/D. These indicate that the soil behaves differently depending on how well it's drained:

- The **first letter** shows how the soil acts when properly drained (e.g., A = low runoff).
- The **second letter** shows how it acts when undrained (e.g., D = high runoff).

For example, A/D soils act like sandy soils (Group A) when drained but behave like heavy clay soils (Group D) if undrained.

If the hydrologic group value is missing in your report, it means that no data is available for that specific area. While this may not impact your overall project assessment, it's something to note and possibly address during project planning.

Utah SIIPA



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Project Points

- Priority for Treatment - 2
- Priority for Treatment - 3
- Priority for Treatment - 4
- Priority for Treatment - 5
- Priority for Treatment - 6
- Priority for Treatment - 7
- Priority for Treatment - 8
- Priority for Treatment - 9
- Priority Areas For Treatment
- Project Shape

0 4.5 9 18 mi

0 5 10 20 km

Esri, HERE, Garmin, Earthstar Geographics

EDDMaps GIS

ATTACHMENT C

COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS

Awardee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Subaward as found in UCA §§ 9-8a-101, *et seq*. Awardee specifically agrees to the following:

A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

1. UDAF shall work with Awardee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.

2. Awardee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.

3. To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Awardee shall refrain from all ground disturbing activities until UDAF provides a written letter to Awardee authorizing work to proceed.

4. If during ground-disturbing activity, Awardee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.

5. Human Remains Discovery. If Awardee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural

patrimony, work within 100' shall stop immediately. Awardee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Awardee shall treat human remains discovered on state, or privately-owned land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401, *et seq*.

Vendor # 53581196

UTAH DEPARTMENT OF AGRICULTURE AND FOOD

reement # _____

INVASIVE SPECIES MITIGATION GRANT AGREEMENT

1. **CONTRACTING PARTIES.** This Grant Agreement ("Agreement") is between the Utah Department of Agriculture and Food ("UDAF"), hereinafter referred to as Grantor, and the following individual/entity, hereinafter referred to as Grantee:

   Grantee Name: Daggett County

   Payment Address: 2050 East Airport Road PO Box 219

   City: Manila State: Utah Zip code: 84046

2. **AGREEMENT AMOUNT AND PERIOD.** The service period of this Agreement is effective in the period stated, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor's discretion and with Grantor's written approval.

Agreement Amount	**$9,080.00**
Agreement Period	**July 1st 2026 - June 30th 2027**

3. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is **Crouse Canyon Pot Creek Weed Suppression Initiative**. The above Agreement Amount will only be disbursed after Grantee submits proper billing requests, as stated in paragraph 10 below. Such requests are approved by UDAF as allowed purchases in line with the purpose of the Agreement and what was submitted in Grantee's application for this Agreement.

4. **AGREEMENT INQUIRIES.** Inquiries regarding this Agreement shall be directed to the following individuals:

Contact Information	Grantee	UDAF
Name	Keri Pallesen	Aaron Eagar
Phone Number	1-435-784-3210	801-602-1961
Email	kpallesen@daggettcounty.org	aeagar@utah.gov

5. **FUNDING.** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass-through money as defined in UCA § 63G-6a-103(35), § 63J-1-101 *et seq*., and § 51-2a-101 *et seq*. If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 9 of this agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq*.

6. **EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement.

7. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Agreement. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns, shall

be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this Agreement.

8. **COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS.** Grantee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Grant as found in UCA §§ 9-8a-101, *et seq*.

   Grantee specifically agrees to the following:

   A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

      (1) UDAF shall work with Grantee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.

      (2) Grantee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.

      (3) To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Grantee shall refrain from all ground disturbing activities until UDAF provides a written letter to Grantee authorizing work to proceed.

      (4) If during ground-disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.

      (4) Human Remains Discovery: If Grantee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony, work within 100' shall stop immediately. Grantee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Grantee shall treat human remains discovered on state, or privately-owned

land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to, UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401 *et seq*.

9. **GRANTEE PROGRAM AND RECORDS REQUIREMENTS.** Grantee shall comply with the following program reporting and inspection requirements:

   A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports listed below:

      (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
      (2) A final written itemized report when all the state money is spent;
      (3) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or expended, including any such funding that has not been spent; and
      (4) A final written itemized report regarding any funds received or expended pursuant to subsections (1)-(3).

   B. Upon request, Grantee shall allow UDAF to inspect the project or the use of any equipment funded under this Agreement.

   C. Upon request, UDAF may elect to attend any meetings between Grantee and its contractor or subcontractors.

   D. Grantee shall maintain all invoices, receipts, copies of all agreements with any contractors or subcontractors, and any other documentation associated with the grant for five years and until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.

   E. Grantee shall allow UDAF to examine any and all records under paragraph 9 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise agreed to in writing by the parties to this Agreement.

   F. **Grantee's failure to provide any information requested under this Agreement, including in its annual and final reports, and the information required for SHPO clearance, in a timely manner, may result in this Agreement being terminated, grant monies reduced in full or in part, or may require Grantee fully reimburse UDAF for monies received by Grantee under this Agreement and may disqualify Grantee from applying for UDAF grants in the future. The foregoing is in addition to Grantor's right to pursue any other legal remedy allowed under state or federal law.**

10. **BILLING REQUIREMENTS.** Payments by Grantor shall be made as follows:

   A. Grantee shall submit payment requests no more often than once a month. Grantee shall use the payment request process established by the program through the "Submittable" platform and submission of a request shall be by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed, or oversaw the actual work completed, and has the legal authority to bind that specific entity.

B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

(1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th for the preceding fiscal year may not be reimbursed in full or in part.

(2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.

(3) Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 10 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 10 remain in full force and effect and are legally binding and fully enforceable.

(4) UDAF will withhold final payment of the total grant award until all work undertaken pursuant to the grant agreement is complete and a final report detailing the work completed is filed with UDAF.

11. **INDEPENDENT CAPACITY.** Grantee and any SubGrantee(s), in the performance of this Agreement, shall act in an independent capacity and shall have no authority, express or implied, to bind the State of Utah or UDAF, and shall not have the authority to act as officers, employees, or agents of the State. Grantee acknowledges that the grant funds awarded under this Agreement may be considered taxable income.

12. **CERTIFICATION OF NON-DEBARMENT.** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or the Commissioner's designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.

13. **REDUCTION OF FUNDS.** Upon thirty (30) days written notice delivered to Grantee, Grantor may terminate this agreement in whole or in part, if Grantor, in its sole discretion, reasonably determines: (i) that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects Grantor's ability to pay under this Agreement. 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 legislative act or by order of the President or the Governor. If a written notice is delivered to Grantee under this section terminating this Agreement, Grantor will reimburse Grantee for the procurement items properly ordered and/or properly performed until the effective date of said notice. Grantor will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **INDEMNIFICATION.** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA §§ 63G-7-101, *et seq*. Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, 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 Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.

15. **ASSIGNMENT.** Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or subcontractors.

16. **REMEDIES.** If Grantor in its sole discretion determines that Grantee, its officers, agents, employees, contractors or subcontractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or subcontractors, at its discretion; including but not limited to:

    A. **Disallow Costs.** Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.

    B. **Withhold Payment.** It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.

        (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys' fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.

        (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee's payments for the remainder of the contract period or until Grantor fully recoups the funds.

    C. **Require Repayment.** Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.

D. **Require Corrective Action.** Grantee shall comply with the terms of any corrective action plan required by Grantor.

E. **Pursue Any Legal Remedy.** Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.

F. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.

17. **DELAY IN ENFORCEMENT.** Any delay in enforcement of any terms of this agreement by Grantor shall not be construed as a waiver of Grantor's rights to enforce the terms of this agreement or pursue any of the above remedies.

18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.

19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

20. **JURISDICTION.** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.

21. **ENTIRE AGREEMENT.** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements.

    The following documents are attached to and are incorporated into this Agreement by this reference:

Attachment A	Declaration of Conflict of Interest
Attachment B	2026 ISM Grant Application
Attachment C	2026 Compliance with State and Cultural Resource Requirements

22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT.** By signing this Agreement, Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains the exact provisions that appeared in this document and its attachments when Grantor originally sent it to Grantee.

23. **AMENDMENTS.** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.

24. **DATA PRIVACY AND GRAMA.** Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected

as part of this grant shall be used for solely purposes of: (1) administering and enforcing the grant, (2) complying with Grantor's statutory duties as set forth in Title 4 of the Utah Code (Utah Agricultural Code); (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, state or federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-101 *et seq*.) record requests. For purposes of GRAMA, Grantor is the custodian of this governmental record. Where possible and legally permissible, personal data shall be provided in aggregate or in redacted form. You may contact Grantor via the contact information in paragraph 4 of this Agreement to exercise your rights under the Government Data Privacy Act.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

24. **<u>AUTHORITY OF PERSON SIGNING FOR THE GRANTEE</u>.** Grantee represents that the person who has signed this Agreement on behalf of Grantee has full legal authority to bind Grantee and to execute this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE *(DAGGETT COUNTY)*	**GRANTOR** *(UTAH DEPARTMENT OF AGRICULTURE)*
By:_____	**By:**_____
Print Name:_____	Print Name:_____
Title/Position:_____	Title/Position:_____
Date:_____	Date:_____

<u>Required Approvals:</u>

_____		_____	
Program Manager	Date	Division of Finance	Date
_____			
UDAF Administrative Services	Date		

Attachment A

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 (UCA § 67-16-101 et seq.) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with state or local government, including, but not limited to, any party that has influence or participates with UDAF's Conservation division.

1).

2).

3).

4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements of Utah's Public Officers' and Employees' Ethics Act.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Location**

Title

Crouse Canyon Pot Creek Weed Suppression Initiative

03/19/2026

id. 53567565

by **Brock Logan** in **2026-2027 UDAF ISM Grant Application**

blogan@daggettcounty.org

Original Submission

03/19/2026

Score	n/a
Grant Application Title	Crouse Canyon Pot Creek Weed Suppression Initiative
	Applicant Information
Organization Information	DAGGETT COUNTY
Billing Address	2050 EAST AIRPORT ROAD P.O. Box 219 MANILA UT 84046 US 40.9886814 -109.674069
Financial Contact	Brock Logan
Financial Contact-Phone Number	+14357843210
Financial Contact-Email	kpallesen@daggettcounty.org
Does your organization have a vendor number with the State of Utah?	No
Please upload your W9	
Name of the Project Manager	Brock Logan

Project Manager-Phone Number	+13073717230
Project Manager-Email	Blogan@daggettcounty.org
	Project Information
Have you created a Utah SIIPA Model for your project?	Yes

Upload SIIPA Project File: Geodatabase (.gbd)

1773695994.gdb.zip

Upload SIIPA Project File: SIIPA Report

crouse_caynon_sippa_report_2026.pdf

Upload SIIPA Project File: SIIPA Maps

crouse_caynon_sippa_2026.pdf

In which county is the project primarily located?	Daggett
Select the species you will be targeting.	Canada Thistle Black Henbane Musk Thistle Scotch Thistle
Project Description	Answer the following questions to describe your project in further detail and provide a clear picture of the project to the rankers.
Project Location	Crouse Canyon is situated in a relatively remote area 53 miles in a pickup, and approximately 35 miles southeast, as the crow flies, from the town of Manila, Utah. This location places it in close proximity to the significant geographical feature of the Flaming Gorge National Recreation Area. Specifically, Crouse Canyon is located 19.24 miles directly south of the Flaming Gorge Dam, a major landmark on the Green River. Continuing south from Crouse Canyon, one would reach the area known as Pot Creek. Pot Creek is positioned an additional 4 miles to the south of Crouse Canyon, further embedding these locations within the rugged landscape south of the Flaming Gorge Reservoir. These geographical markers are indicative of the varied and often secluded terrain characteristic of this region near the Utah-Wyoming border.
Background on the Project Area	We have been trying to control noxious weed populations in these areas in the past years but funding has been a major obstacle when it comes to controlling the situation. The location seems close as the crow flies but accessing the area by vehicle takes a lot longer so part of the labor is just driving to location. Since these project hasn't been treated since 2024 it will be good to try to gain a little control over the weeds.

Project Overview	We plan to visit the project area in the spring to assess our strategy. Once we have identified and documented the new growth and existing populations of the noxious weeds, we will select the most effective spray solution from our available options. Upon the initial application of herbicides, we anticipate moderate control of the infestation. Given the lack of funding last year, we recognize that complete eradication is not a reasonable expectation; however, we aim to achieve a significant impact. After several weeks, we plan to return to record the herbicide's effect on the targeted species and develop a plan for the chemicals to be used in the fall, including taking any photos or collecting data points that would advance the mapping progress. We intend to conduct one final application in the fall before the onset of cold weather. This area is relatively small and manageable, and we anticipate completing the first application in two to three days, with a couple of days of monitoring between the first and last applications, followed by a couple of days of spraying to conclude the project. While this project only addresses a fraction of the overall need in this area, it is achievable alongside our responsibilities for other grants and duties. We will also advertise for a seasonal position to assist in this effort against the noxious weeds. County residents in these area feel that they haven't got the same attention when it comes to weed control as the rest of the county and we aim to try to improve the effort in controlling the populations. This area is really known for its wildlife that it supports hunters and landowners would appreciate better forage for all animals in this area.
End Goal	While complete eradication of all noxious weeds in the area is impractical, this initiative represents a significant step toward improving future population control. Given the rural setting of this project, it has historically received insufficient attention regarding weed control. We are hopeful that this effort will make a substantial reduction, allowing us to continue securing funding and ultimately achieve the desired progress. We would like to see a 30 percent decrease in noxious weed populations each treatment.

Supporting Documents

crouse_caynon_performance_plan.pdf

Project Budget

ISMBudgetTemplate.xlsx

Budget Items Description	Due to the county's extensive geographic spread and a personnel constraint of only three full-time spray applicators, and with the hope of securing one seasonal position—our ability to independently cover a sufficient acreage is limited. Furthermore, our three full-time sprayers are also assigned to full-time road department duties. This Grant will help us to reach this project that is one of the furthest destinations. The Personnel category covers the wages for spray applicators and managers engaged in weed-related activities. These activities include herbicide application, monitoring weed populations, The Supplies category encompasses several different needs. While we are better equipped now than in the past and do not need to purchase any major spraying equipment, we do require funds for maintaining the current fleet, including new parts, maintenance fluids, and general repairs. We also need to acquire more Personal Protective Equipment (PPE), such as gloves and eyewear. Mapping costs have increased due to advancements in technology and the required software programs needed to efficiently map and analyze project areas. The increased allocation in this category will help us stay current with all necessary programs and potentially invest in software and equipment capable of calculating precise spray application rates and total volume per acre. The subscriptions line item also includes phone data, which is essential for using applications like EDDMapS and for operating the tablets. We need to upgrade these tablets to a better software that can utilize more programs for increased efficiency. Additionally, we need more hand tools for manual weed removal and monitoring tools such as tape measures, flags, and whiteboards. The chemicals we selected, Milestone, 90/10 Surfactant, and Highlight Blue—were narrowed down to those that offer the best chance of success
Amount Requested from UDAF	13970
Budget Documents	
Partnerships- In-Kind and Monetary	Please select any partnerships that contribute efforts or supplies for an in-kind value and any partners that are providing monetary contributions. Please answer additional questions that will appear for each category of partnerships selected.
In-Kind Partnerships	State and Local Government
State and Local Government In-Kind Contributions	Please fill in the table below with details on state and local government in-kind contributions.
State and Local In-Kind Contributions Table **stateandlocal_InKind_Contributions.xlsx**	
State and Local In-Kind Contributions Description	The road department has stated that they will monitor the weed populations when managing the roads in this area.

Total State and Local Gov In-Kind Contributions	1000
Total In-Kind Contributions	1000
Monetary Partnerships	No Monetary Contributions
Total Monetary Contributions	0
Performance Plan	Please provide the details of the activities being implemented for this project.
Treatments and Activities	Herbicide Treatments Mapping Monitoring
Herbicide Treatments	Please fill out the table and description box below if any herbicide treatments are planned for this project.

Herbicide Treatments Table

Treatment Questions.xlsx

Total Herbicide Acres	36
Herbicide Treatment - Description	In the spring, summer and fall we will monitor and spray the weeds when applicable.
Total Treatment and Restoration Acres	36
Mapping Activities	Please fill in the below table and description box for any mapping activities that occur for this project.

Mapping Activities Table- Required Information

Mapping Questions Submit.xlsx

Total Acres Mapped	10
Mapping Activities - Description	We will make several trips when monitoring weeds, map infestations and make a plan on what weeds we have left to spray.
Monitoring Activities	Please fill in the below table and description box for any monitoring activities that occur for this project.

Monitoring Activities Table- Required Information

Monitoring Quesions Submit.xlsx

Total Number of Monitoring Activities	50

Monitoring Activities - Description	When monitoring and mapping we will try to get as many samples as we need to make this project more clear and beneficial for future and present success.

Internal Form

Score	n/a

Category	Line Item Description	Enter Amount Budgeted
Personnel Item 1:	County Employess	10000
Personnel Item 2:		
Personnel Item 3:		
x	**Personnel Total:**	10000
Supplies Item 1:	sprayer parts & repairs, fuel	500
Supplies Item 2:	P.P.E and Mapping Equipment	1000
Supplies Item 3:		
x	**Supplies Total*:**	1500
Consultants / Contracts Item 1:		
Consultants / Contracts Item 2:		
Consultants / Contracts Item 3:		
x	**Consultants / Contracts Total:**	0
Chemicals Item 1:	Milestone	1000
Chemicals Item 2:	Surfactant	100
Chemicals Item 3:	Highlight Blue	100
x	**Chemicals Total:**	1200
Other Item 1:		
Other Item 2:		
Other Item 3:		
x	**Other Total:**	0
x	x	x
x	**Total Project Budgeted:**	12700
x	**Maximum Allowed Administration:**	1270
x	**Total Project and Administration:**	13970
x	x	x
x	**Actual Requested Administration:**	1270
x	**Grant Total Requested:**	13970
x	x	x

Information Needed	Mapping Activity 1
Species	All noxious weeds
Date or Date Range of Activity	7/01/26-6/31/27
Acres Mapped	10
How many people mapping?	2
How many hours per person mapping?	10
x	x

Information Needed	Activity 1
Method Used	EddMaps
Number of Samples	50
Date of Monitoring	7/01/26-06/31/27
Species	All Noxious Weeds

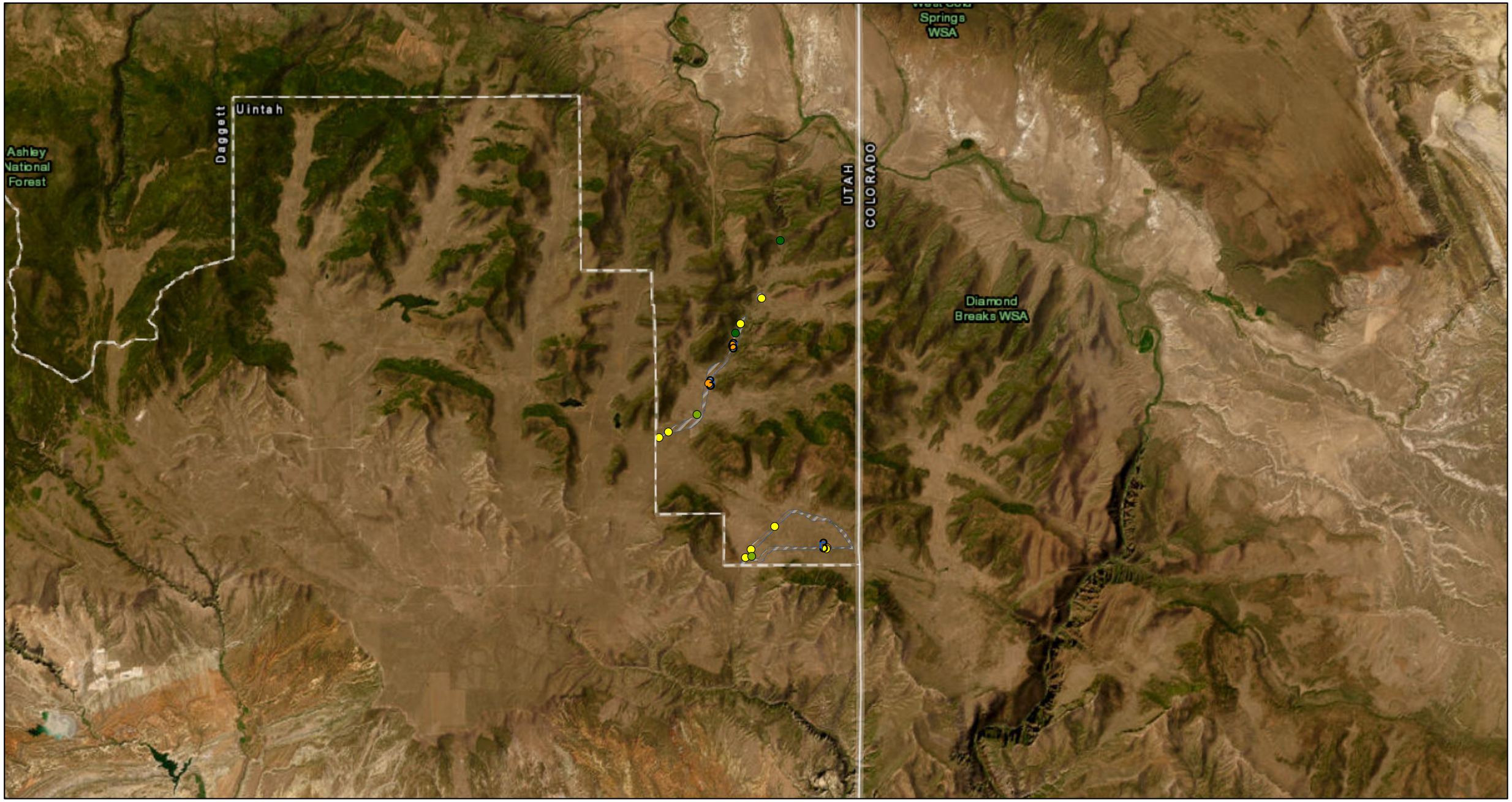
State and Local Partners	In-Kind Contribution Value ($)	Description
Daggett County	1000	monitoring, manual labor

x x x

Information Needed	Treatment 1
Herbicide Applied (e.g 2,4-D)	Milestone
Adjuvants (e.g. surfactants, dye)	90-10 Surfactant, highlight blue
Application Rate (e.g. oz/acre)	7
Application Method (e.g. boom spray)	Boom/Hand spray
Acres treated	18
Date or Date Range of Application	7/01/26-10/15/26
Targeted Species (e.g. Vententata)	all noxious weeds
Who will be applying the chemical?	Weed Department
x	x

Treatment 2
Milestone
90-10 Surfactant, highlight blue
7
Boom/Hand Spray
18
4/1/27-6/31/27
all noxious weeds
Weed Department
x

Utah SIIPA



3/16/2026, 3:26:02 PM

1:231,028

Project Points

- Priority for Treatment - 3
- Priority for Treatment - 5
- Priority for Treatment - 7
- Priority for Treatment - 9
- Priority Areas For Treatment
- Project Shape

0 2.25 4.5 9 mi

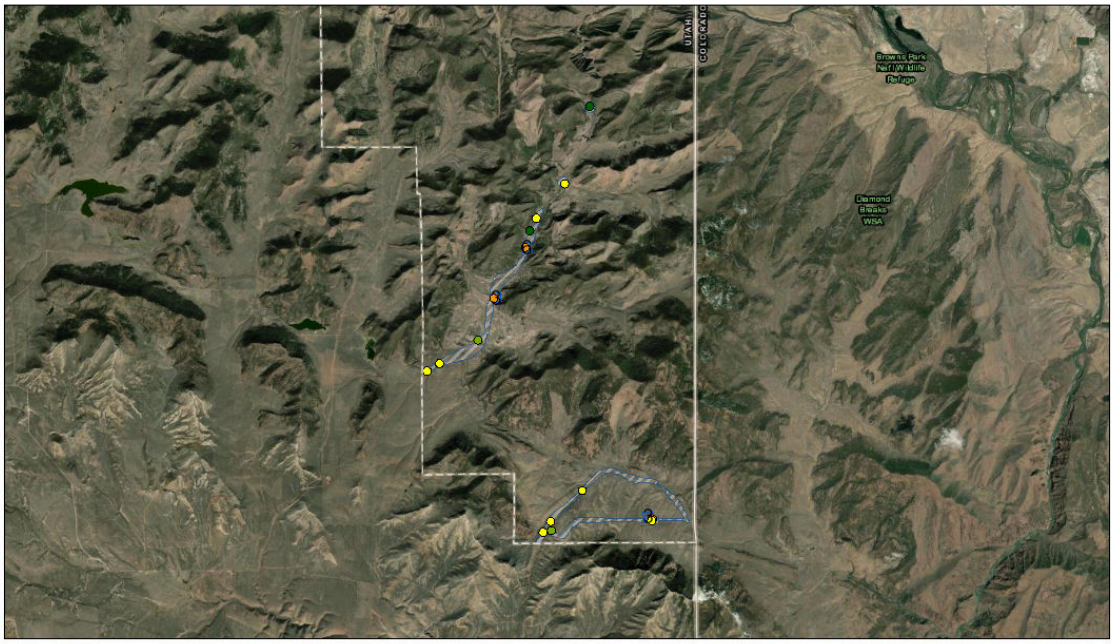
0 3.5 7 14 km

Esri, HERE, Garmin, Earthstar Geographics

EDDMaps GIS

Crouse Canyon Pot Creek Weed Suppression Initiative

SIIPA Report



3/16/2026

Priority Areas For Treatment
Project
assess
Priority for Treatment - 3
Priority for Treatment - 5
Priority for Treatment - 7
Priority for Treatment - 9

1:182,290
0 1 2 4 mi
0 1.75 3.5 7 km
Esri, HERE, Garmin, Earthstar Geographics

Acreage Report

GRANT ITEM	AMOUNT	PERCENT
TOTAL ACRES	1005	
FEDERAL	234	23
STATE	58	6
PRIVATE	712	71
TRIBAL		

Project

OBJECT ID	PERCENT STATE	PERCENT FEDERAL	PERCENT PRIVATE	STATE ACRES	FEDERAL ACRES	PRIVATE ACRES	TOTAL ACRES	CENTER Y	CENTER X
1	4	37	59	19	181	285	486	40.6689	-109.0984
2	1	9	90	5	43	416	464	40.7373	-109.1325
3	62		38	18		11	29	40.7749	-109.103
4	62	38		16	10		26	40.7982	-109.0921

Prioritization

TYPE	CLASS	WEIGHT	DESCRIPTION
habitat	1	1	highest priority
habitat	2	9	lowest priority
control	1	1	highest priority
control	2	9	lowest priority
impact	1	1	highest priority
impact	2	9	lowest priority
extent	1	1	highest priority
extent	2	9	lowest priority

Priority Species in Project Area

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODE (Q)
2792	Canada thistle	9	1	2	8	2	1	11	73	18	9	120	6	20
3011	musk thistle, nodding thistle	5	1	1	4	1		5	80	20		66	3	22
50209	spotted knapweed	1	2	2			1	1			100	28	1	28
4388	Russian knapweed	1	2	2		1		1		100		24	1	24

Other Species

SUBJECT NUMBER	SUBJECT NAME	FREQUENCY	IMPACT CLASS	CONTROL CLASS	PRIVATE ACRES	FEDERAL ACRES	STATE ACRES	TOTAL ACRES	PERCENT PRIVATE	PERCENT FEDERAL	PERCENT STATE	QT	NUMBER (T)	WEED MODE (Q)
4338	field bindweed	1	2	2	1			1	100			16	1	16

Habitat

DETAILED DESC	ECO LU	Class
Central Rocky Mountain Dry Lower Montane-Foothill Forest	Rocky Mountain Foothill Limber Pine-Juniper Woodland	2
Great Plains Floodplain Forest	Western Great Plains Riparian Woodland and Shrubland	2
Great Basin-Intermountain Tall Sagebrush Steppe & Shrubland	Inter-Mountain Basins Big Sagebrush Steppe	1
Great Basin-Intermountain Dwarf Sagebrush Steppe & Shrubland	Wyoming Basins Dwarf Sagebrush Shrubland and Steppe	1

Biocontrol

YEAR	AGENT	HOST COMMON	HOST GENUS	HOST SPECIES	REPORTER

SIMP

YEAR	SITE	TARGET WEED	AGENT

Threatened and Endangered Species

Watch out for these threatened and endangered species which are known to be in your project area:

FREQUENCY	EST_ID	SCOM NAME	SNAME	S_RANK
2	7649	Northern Leopard Frog	Lithobates pipiens	S3
1	7675	White-faced Ibis	Plegadis chihi	S2S3B
1	7719	Bald Eagle	Haliaeetus leucocephalus	S2B,S4N
1	7730	Ferruginous Hawk	Buteo regalis	S3B
3	7732	Golden Eagle	Aquila chrysaetos	S4
1	7735	Peregrine Falcon	Falco peregrinus	S3B
3	7744	Greater Sage-grouse	Centrocercus urophasianus	S3
2	7909	Pinyon Jay	Gymnorhinus cyanocephalus	S3
1	8089	Colorado River Cutthroat Trout	Oncorhynchus clarkii pleuriticus	S3
1	8108	Roundtail Chub	Gila robusta	S2
1	8129	Bluehead Sucker	Catostomus discobolus	S3
1	8130	Flannelmouth Sucker	Catostomus latipinnis	S3
1	8133	Razorback Sucker	Xyrauchen texanus	S2
1	8173	Long-legged Myotis	Myotis volans	S3S4
1	8210	White-tailed Prairie Dog	Cynomys leucurus	S4
1	464236	Midget Faded Rattlesnake	Crotalus oreganus concolor	S3?

Project Soil Composition

Your Dominant Soil Type for your project is Group B

Understanding soil types is important for planning erosion control and water management strategies. The dominant hydrologic group in your project area influences how water moves through the soil and the potential for runoff. Here's what the classifications mean: Soil with slower infiltration rates due to a layer that impedes water movement, resulting in moderate to high runoff potential.

Group	Infiltration	Runoff	Description	Soil Type
A	High	Low	These soils drain water quickly, like sandy soils, and have the lowest chance of causing runoff.	More than 90% sand, less than 10% clay
B	Moderate	Moderately Low	These soils absorb water moderately well, with a mix of sand and clay. Runoff is generally low.	50–90% sand, 10–20% clay
C	Slow	Moderately High	These soils drain more slowly due to layers that block water movement.	Less than 50% sand, 20–40% clay
D	Lowest	Highest	These soils drain water poorly, like heavy clay, and have the highest runoff potential.	Less than 50% sand, more than 40% clay

Sometimes, soils have dual classifications like A/D, B/D, or C/D. These indicate that the soil behaves differently depending on how well it's drained:

- The **first letter** shows how the soil acts when properly drained (e.g., A = low runoff).
- The **second letter** shows how it acts when undrained (e.g., D = high runoff).

For example, A/D soils act like sandy soils (Group A) when drained but behave like heavy clay soils (Group D) if undrained.

If the hydrologic group value is missing in your report, it means that no data is available for that specific area. While this may not impact your overall project assessment, it's something to note and possibly address during project planning.

ATTACHMENT C

COMPLIANCE WITH STATE CULTURAL RESOURCE REQUIREMENTS

Awardee shall comply with the Utah State Historic Preservation Office statutes that apply to the subject matter and purpose of the Subaward as found in UCA §§ 9-8a-101, *et seq*. Awardee specifically agrees to the following:

A. Prior to any ground breaking activities, the initial cultural resource clearance shall be completed, compliance shall be verified by UDAF staff, and the mandatory cultural resource requirements listed below shall be met:

1. UDAF shall work with Awardee, the Utah State Historic Preservation Office ("SHPO"), and other land management agencies as needed to ensure SHPO compliance before commencement of the project. On Federal or School and Institutional Trust Lands Administration ("SITLA") lands, the appropriate land management agency shall ensure that SHPO requirements are met. On public land, UDAF shall work directly with SHPO as per its Memorandum of Understanding ("MOU") to complete archeological clearances.

2. Awardee shall provide UDAF a report meeting the requirements set forth in UCA § 9-8a-404(1)(a) to: "(i) take into account the effect of the expenditure or undertaking on any historic property; and (ii) provide the state historic preservation officer with a written evaluation of the undertaking's effect on any historic property." This report shall be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by the Public Lands Policy and Coordinating Office.

3. To ensure that requirements of UCA § 9-8a-404(1)(a) have been met, Awardee shall refrain from all ground disturbing activities until UDAF provides a written letter to Awardee authorizing work to proceed.

4. If during ground-disturbing activity, Awardee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work shall be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF shall halt work and contact SHPO. UDAF shall continue to halt work until an assessment of the discovery is completed by the agency and communicated to SHPO.

5. Human Remains Discovery. If Awardee discovers human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural

patrimony, work within 100' shall stop immediately. Awardee shall immediately give verbal notification of the discovery to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Awardee shall treat human remains discovered on state, or privately-owned land consistent with all requirements of applicable Utah laws regarding the treatment of human remains including, but not limited to UCA § 76-9-704, UCA § 9-8a-302, UCA § 9-8-309, and UCA §§ 9-9-401, *et seq*.

DAGGETT COUNTY

Purchase Request Form

Date of Request: 05/29/2026	**Date Required:** 06/09/2026	**Vendor Name:** DEX Imaging
Requested By: Cordell McCracken		**Vendor Contact:** Nathan Painter
Department Head Approval:		**Ship to Address:** 95 N 1st W Manila Utah 84046
Auditor's Approval (budget purposes only): 6/1/26		

Special Instructions, Quotes, Etc.:

Qty	*Item # or Account code*	*Desctiption*	*Price Each*	*Total Price*
3	HP E47528f	Two for SO and One for HR		
1	HP E40040	Clerks Office		
1	HP E42540	Recorders Office		
NASPO CONTRACT # PA 4461			**TOTAL**	5385.61

Account Code	**Dollar Amount**
40.4149.613.46 RA	5385.61

Commission Approval: **Date:**

Gmail

Cordell McCracken <cmccracken@daggettcounty.org>

HP Proposal

Nathan Painter <nathan.painter@deximaging.com> Thu, May 28, 2026 at 8:19 AM
To: "itdepartment@daggettcounty.gov" <itdepartment@daggettcounty.gov>

Cordell, good morning hope you are well. I have attached a quote to replace your current Xerox Printer, this is a like for like option for your review. However I would like to have a more in depth conversation and assure that this would be the best option for Dagget County. Please feel free to reach out with any question. Pricing is based on the State of Utah Contract PA4461.

Nathan Painter | DEXimaging

3785 South 500 West

Salt Lake City, Utah 84115

Mobile: 801.916.1619 | Office: 801.770.3300 ext 4415

Nathan.Painter@DexImaging.com

www.deximaging.com

formerly Valley Office Systems

3 attachments

HP Proposal.pdf
488K

E42540.pdf
2904K

E47528F.pdf
4252K

NASPO ValuePoint

PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: **187822**

Contractor: **HP INC.**

Participating Entity: **STATE OF UTAH**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group D1 – Specialty Printers
- Sub-Group G1 – Software Related Services
- Accessories for Discontinued Base Units
- Maintenance Services for new and legacy devices

Master Agreement Terms and Conditions:

1. Term: This Participating Addendum is effective as of August 1, 2024and will terminate, renew, and extend upon termination, renewal, or extension of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.

3. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.

4. Administrative Fee: One (1) percent (1%) and will apply per Section 54 of Attachment A.

5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Elizabeth Leach
Address:	10300 Energy Drive, Spring, TX 77389
Telephone:	501-849-4740
Email:	elizabeth.leach@hp.com

Participating Entity

Name:	Cody Peterson
Address:	4315 S 2700 W Taylorsville, Utah 84129
Telephone:	801-957-7130
Fax:	
Email:	codypeterson@utah.gov

7. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[_] No changes to the terms and conditions of the Master Agreement are required.

[x] The following changes are modifying or supplementing the Master Agreement terms and conditions.

State of Utah Terms & Conditions Attachment A

8. Lease and Rental Agreements: All eligible end-users within the State of Utah are eligible to lease equipment pursuant to the NASPO ValuePoint Contract. Political Subdivisions, Higher Education, and Public Education shall work with their own purchasing department to

determine if leasing is an option. State of Utah Agencies may purchase or lease from the contract after acquiring the appropriate approvals.

(a) Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and HP Inc.'s applicable Supplemental Documents, which are attached to the Master Agreement, unless otherwise agreed to by a Participating State or Entity. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, $1 Buyout, or Straight Lease) on the PO and shall execute either the Master Agreement **Attachment 1** (HPFS Master FMV Lease Agreement), or **Attachment 2** (HPFS Master Lease Purchase Agreement).

(b) Third Party Leasing Company: Contractor shall use a Third-Party leasing company for all Lease transactions, specifically Hewlett-Packard Financial Services ("HPFS"). However, all contractual obligations shall remain with the Contractor.

(c) HPFS holds all rights title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due.

(d) End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

(e) End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

9. Authorized Dealers: All Contractors and resellers authorized in the State of Utah, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

10. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

    All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187822 & State Contract #PA4461" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

11. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

    Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

    Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

    The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

10. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

11. Maintenance Service Agreements: Purchasing Entities are subject Contractor's "Maintenance Service Agreements," provided in **Attachment 3** and **Attachment 6**, or as otherwise negotiated by the Participating State or Entity.

12. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement **Attachment 4** (HP MPS SOW Template) or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

13. Remedies: The Master Agreement and this Participating Addendum states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

14. Entire Agreement: The Master Agreement and this Participating Addendum represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.

16. Notices: All notices required under this Agreement will be in writing and sent to the address of the Primary Contact above with copy of legal notices to HP Inc. Global Legal Affairs, Attn: General Counsel 1501 Page Mill Road, Palo Alto, CA 94304 and will be considered effective upon receipt.

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: HP Inc.
Signature: DocuSigned by: C38BE9DAC528424...	Signature: Colleen F. Lively
Name: Windy Aphayrath	Name: Colleen F Lively
Title: Division Director/CPO	Title: Contracts Specialist
Date: 5/28/2024	Date: 5/24/2024

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

Changes to 2m,3,10a,b,c,11,12,13,14,18,19,25,27,28,29,30,32,35,36,38,39,42,43,44

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at https://dts.utah.gov/policies. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.

b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.

c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.

d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.

e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).

f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.

g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.

h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.

i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.

j. "Division" means the State of Utah Division of Purchasing.

k. "DTS" means the Utah Department of Technology Services.

l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.

n. "Good" means any deliverable not classified as a Custom Deliverable or Service.

o. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.

p. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.

q. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.

r. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.

s. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.

t. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

u. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

v. "State Data" means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.

w. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

x. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws 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. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.

c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.

e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.

f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.

g. **SEVERABILITY:** A declaration or order by any court 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.

h. **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, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.

i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.

j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) 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 (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.

l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.

m. **CHANGES IN SCOPE:** To the extent permitted by the Master Agreement, any changes in the scope of work 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 work.

n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be

paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

3. **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 an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. If the State of Utah or the Division wishes to select a nationally recognized third party auditor to perform such audit, there must be a non-disclosure agreement in place between the third party auditor and Contractor as a condition to the commencement of an audit and Contractor disclosing any confidential or proprietary information to such third party. Additionally, the result of the audit shall be subject to such confidentiality agreement. These files and records shall not include any personnel related information, product costs (costs incurred by Contractor which include manufacturing, research and development, component costs and any other costs incurred by Contractor) labor cost data, or proprietary data relating to Contractor's products or services. Audits shall be performed at the State or Division's expense during normal business hours in a manner to minimize disruption to Contractor's business, and the State or the Division shall promptly provide Contractor with a copy of the results of the audit. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

   1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

   2) 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 Section 63G-12-302, Utah Code, as amended, 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) Contractor's failure to comply with this section will be considered a material breach of this Contract.

   4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah 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.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.

6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.

7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)

8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

10. INDEMNITY AND LIABILITY

a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all third-party claims, losses, suits, actions, damages, and costs of every name and description for property damage, bodily injury and death, arising out of Contractor's performance of this Contract to the extent caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property.

The Division, the Eligible User or the State of Utah agree to promptly notify Contractor of such claims, cooperates with Contractor in the defense of the claims, and grant Contractor defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Division, the Eligible User, or the State of Utah, or any combination of the three according to any final judgment or settlement, at the request of Contractor in connection with the defense of the claim. Nothing in this provision may be construed to prohibit the Division, Eligible User, or the State of Utah from joining the defense as co-counsel if Contractor fails to meet its indemnity obligations set forth herein; where thereafter the Division, Eligible User, or the State of Utah, as applicable, may assume control of the defense with Contractor remaining responsible for all costs as provided herein.

b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.

c. **Intellectual Property Indemnification:** Contractor has the full power and authority to grants the rights described in this Contract. Contractor warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will defend and/or settle any claims against The Division, the Eligible User or the State of Utah that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third-party. Contractor will rely on the Division, the Eligible User or the State of Utah's prompt notification of the claim and cooperation with our defense. Contractor may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, Contractor will refund the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Contractor is not responsible for claims resulting from any unauthorized use of the products or services.

11. HARDWARE WARRANTY: HARDWARE WARRANTIES WILL BE GOVERNED BY SECTION X WARRANTY OF THE MASTER AGREEMENT. .

12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS". CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS THAT CONTRACTOR LICENSES, CONTRACTS, OR SELLS TO THE ELIGIBLE USERS UNDER CONTRACT THAT CONTRACTOR PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE MASTER AGREEMENT AND ANY SUPPORTING MATERIAL ; (B) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (C) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. WARRANTY REMEDIES: Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products and may exercise any other remedies provided by law or equity in the Master Agreement.

14. UPDATES AND UPGRADES: Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates offered by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.

15. BUG FIXING AND REMOTE DIAGNOSTICS: Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.

16. TECHNICAL SUPPORT AND MAINTENANCE: If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.

17. PHYSICAL DELIVERY: All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove

such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.

18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good to the Eligible User or provide any Good for download from the Internet. Pre-approval is assumed unless explicitly stated, in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

19. **ACCEPTANCE PERIOD:** Acceptance will be governed by section IX of the Master Agreement.

20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
    a. **Network Security**: Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
        1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
        2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or
        3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.

    b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.

    c. **State Data Transmission**: Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

    d. **State Data Storage**: All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.

    e. **Access**: Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.

    f. **State Data Encryption**: Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.

    g. **Password Protection**: Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.

    h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.

    i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.

    j. **State Data Destruction**: Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.

    k. **Services Shall Be Performed Within United States**: ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.

    l. **User Support**: Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

21. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a *Security Incident or a Data Breach*.

    a. **Incident Response**: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract.

Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

b. **Security Incident Reporting Requirements**: Contractor shall promptly report a Security Incident to the Eligible User.

c. **Breach Reporting Requirements**: As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

22. **DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification(*DTS Policy 5000-0002 Enterprise Information Security Policy)*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

23. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.

b. **DTS policy 4000-0002, Enterprise Password Standards Policy**: A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.

c. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.

d. **DTS Policy 4000-0004, Change Management Policy**: Goods furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. **CONFIDENTIALITY:** This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. **LIMITATION OF LIABILITY:** Contractor's liability to State of Utah or any Eligible User under this Contract is limited to the greater of $1,000,000 or the amount payable by the State of Utah or the Eligible User under the Statement of Work to Contractor for the twelve (12) months preceding the breach. Neither the State of Utah, an Eligible User or Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to date or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence, acts of fraud; willful repudication of the Contract; or any liability which may not be excluded or limited by applicable law.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. **RESERVED.**

28. **RESERVED.**

29. **RESERVED.**

30. **OWNERSHIP, PROTECTION, AND USE OF INFORMATION:** No transfer of ownership of any intellectual property will occur under this Agreement. If deliverables are created by HP specifically for the Eligible User and identified as such in Supporting Material, Contractor grants Eligible User a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally..

31. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

32. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** If requested, and to the extent applicable, All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. The costs for returning documents and data to the Eligible User are included in this Contract.

33. **ORDERING AND INVOICING:** For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. **PAYMENT AND NOTICE:**

    a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (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 the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

    b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.

    c. Any written protest of the final contract payment must filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.

    d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** The Contractor shall maintain the following insurance coverage:

    a. Workers' compensation insurance during the term of this Contract for all its employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

    b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) perpolicy per occurrence..

    c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per accident , combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

    d. Other insurance policies specified in the Solicitation.

    Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

    Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. **ADDITIONAL INSURANCE REQUIREMENTS:**

    a. *Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable*

    b. .

c. .

d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies via a Certificate of Insurance within thirty (30) days of being awarded this Contract.

37. **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 Division.

38. **TERMINATION:** Termination shall be governed by section 14.8 Defaults and Remedies of the Master Agreement.

39. **RESERVED.** .

40. **SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

41. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) 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 Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control, pandemics or epidemics that would negatively impact supply change distribution, except for payment obligations (unless payment obligations cannot be made due to a widespread interruption of the Internet or electronic banking systems preventing Customer from making payment to HP, but which any suspended payments shall promptly be made upon the restoration of the Internet/electronic banking systems).. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. **CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence shall be as set forth in section III Order of Precedence.

44. **SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. **RELEVANT STATE AND FEDERAL LAWS**

a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, 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 of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, 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 Procurement Code, as amended).

c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.

d. **Employment Practices:** Contractor shall 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 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

RIGHT TO MONITOR PERFORMANCE AND AUDIT

a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment. by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

b. **Monitor Performance**: The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. **TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence. **STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services 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.

48. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

49. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

50. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

51. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

52. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

53. **REPORTS AND FEES**:

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee of 1.0% (one percent) to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor.

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

54. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

55. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

NASPO ValuePoint

Welcome NASPO ValuePoint MFD State of Utah Customers

Participating Addendum
Partners
Information Center
Ordering Information

Contract Number: PA4461

This Participating Addendum covers the purchase of Copiers and Managed Print Services and is available for use by all State Agencies and entities authorized by state statutes with prior approval by CPO. Product/Service categories include: Group A, A3 Multi-Function Devices (MFD); Group B, A4 Multi-Function Devices (MFD), Group D, Single-Function Printers; Group E, Large/Wide Format and Group F, Scanners; Maintenance Services and MPS.

You can purchase products listed in these groups from this site or by contacting the Inside Account Manager. Please note any products with the description of "Managed" or "Managed Flow" must be purchased with maintenance services or Managed Print Service (MPS) and are not available for stand-alone purchases. Volume pricing may be available upon request. For more information about these products or to obtain a quote, please reach out to your Account Manager.

SALES SUPPORT

SALES SUPPORT AND CONTRACTS

Click HERE for the State of Utah Sales contact

CUSTOMER SUPPORT

Click HERE for the State of Utah Customer Support

QUOTATION

Quotation Date: 5/28/2026
Quotation #: 1

Bill to Information
Dagget County
95 North 1st West
Manila,Utah ,84046
Cordell McCracken
435-784-3335

Ship to Information
Dagget County
95 North 1st West
Manila,Utah ,84046
Cordell McCracken
435-784-3335

Thank you for the opportunity too quote the HP E47528f product listed in this Quotation. This Quotation includes pricing for the HP E47528f Multifunction System. Your total system price for all quoted products, exclusive of taxes.

ITEM DESCRIPTION	QTY	
Model:		
E47528f	3	
E40040	1	
E42540	1	
	0	
	0	
	0	
0	0	
		$5,385.61

FAIR MARKET VALUE

Model-inclusing accessories	PAYMENT TERMS			
	FMV 36	FMV 48	FMV 60	FMV 63
	$ Amt	$ Amt	$ Amt	$ Amt
E47528f	167.49	140.03	114.71	110.94
Total Monthly Payment	**$167.49**	**$140.03**	**$114.71**	**$110.94**

MAINTENANCE

PRODUCT CODE	DESCRIPTION	TERM	Included Copies	Base Charge	EXCESS METER CHARGE
	E47528f B/W		0	$ -	$ 0.0066
	E47528f COLOR		0	$ -	$ 0.0506
	Total Monthly Base Charge			$ -	

ORDERING INFORMATION

Submit Order To:
Nathan Painter
3785 South 500 West
Salt Lake City, Utah 84115
801-916-1619
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Datasheet | NA

HP LaserJet Managed MFP E42540 series

HP's entry-level Enterprise-class MFP with speeds up to 42 ppm[9] and strongest security.[1]

HP Managed MFPs and printers are optimized for managed environments. With increased monthly page volumes and fewer interventions, this portfolio of products can help reduce printing and copying costs. See your HP Authorized Reseller for details.

This printer uses dynamic security, which may be updated periodically by firmware updates. The printer is intended to be used solely with cartridges using an original HP chip. Cartridges using a non-HP chip may not function or may cease to function. More at: www.hp.com/learn/ds

HP LaserJet Managed MFP E42540f

Easy to use, simple to manage

- HP FutureSmart firmware can be updated with the latest features[2] to optimize your investment for years to come.
- Centralize control of your printing environment with HP Web Jetadmin—and help build business efficiency.[3]
- Easily enable workflows across your fleet with a consistent user experience and intuitive, tablet-like icons.
- Set up this MFP fast, and easily manage device settings to help increase efficiency.

The world's most secure printing[1]

- The operating code (BIOS) is automatically checked during startup and repairs itself if compromised.
- Common Criteria certified[4] to continually monitor memory activity to detect and stop attacks in real time.
- Firmware is automatically checked during startup to determine if it's authentic code—digitally signed by HP.
- The printer's outgoing network connections are inspected to stop suspicious requests and thwart malware.

Enhanced productivity to empower work teams

- Give workgroups what they need to succeed with hundreds of HP and third-party solutions and card reader support.
- Optimize workflows, reduce steps and errors, and support mobile workers with optional MFP apps that meet your specific business needs.
- Help ensure the security of confidential information with PIN/Pull printing to retrieve print jobs.
- Stay connected with an optional accessory for wireless,[6] Bluetooth® Low Energy, and NFC touch-to-print.

Sustainability is smart business

- Help save paper right out of the box. Two-sided (duplex) printing is set at default for automatic savings.[7]
- Help reduce wasted paper and toner by only printing jobs that are truly needed, using HP Roam for Business.[8]
- Save energy without sacrificing performance—this MFP is ENERGY STAR® and Blue Angel certified.
- Remove barriers and help meet compliance and accessibility standards with the HP Accessibility Kit (which includes Braille overlay and tactile adhesives, an HP Access Handle, and BigKeys LX Keyboard) and compatibility with HP Accessibility Assistant.

[1] HP's most advanced embedded security features are available on HP Managed and Enterprise devices with HP FutureSmart firmware 4.5 or above. Claim based on HP review of 2019 published features of competitive in-class printers. Only HP offers a combination of security features to automatically detect, stop, and recover from attacks with a self-healing reboot, in alignment with NIST SP 800-193 guidelines for device cyber resiliency. For a list of compatible products, visit hp.com/go/PrintersThatProtect. For more information, visit hp.com/go/PrinterSecurityClaims
[2] Some features enabled by future HP FutureSmart firmware upgrades may not be available on older devices, if for example, physical product characteristics limit the functionality of the new feature.
[3] HP Web Jetadmin is free and available for download at hp.com/go/webjetadmin
[4] Third-party certification based on Common Criteria Information Technology Security Evaluation ISO/IEC 15408 Standard requirements as of May 2019. Certification applicable to HP Managed and Enterprise devices running HP FutureSmart Firmware version 4.5.1 and later. For more information: https://www.commoncriteriaportal.org/files/epfiles/Certification%20Report%20-%20HP%20Intrusion%20Detection.pdf
[5] Use of the HP Trusted Platform Module may require a firmware upgrade.
[6] Wireless performance is dependent on physical environment and distance from access point and may be limited during active VPN connections.
[7] Dependent upon country setup specifications.
[8] To enable HP Roam, some devices may require firmware to be upgraded and an optional accessory to add Bluetooth® Low Energy (BLE) beaconing capabilities. Subscription may be required. For more information, visit hp.com/go/roam
[9] Measured using ISO/IEC 24734, excludes first set of test documents. For more information, see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

Product walkaround

1. 4.3-inch (10.9 cm) color touchscreen
2. Easy-access USB port[6]
3. 150-sheet output bin
4. Automatic two-sided printing (default)[1]
5. 100-sheet multipurpose input tray 1
6. 250-sheet input tray 2
7. 50-sheet automatic document feeder (ADF)
8. Convenient front on/off switch
9. Right door, access to print path
10. Front door, access to Original HP Toner cartridges with JetIntelligence
11. Hi-Speed USB 2.0 port for third-party devices
12. Hi-Speed USB 2.0 printing port
13. Gigabit Ethernet network port

Series at a glance

Model	HP LaserJet Managed MFP E42540f
Product number	3PZ75A
Print speed (Letter/A4)2	Up to 40/38 ppm (default); 42/40 ppm (HP High Speed)
First page out (Letter/A4)3	As fast as 6.3/6.5 seconds
Control panel	4.3" (10.9 cm) color touchscreen
Memory	2 GB
Storage	16 GB eMMC
Automatic two-sided printing (default)1	√
Input capacity (standard/maximum)	Up to 350/900 sheets
100-sheet input tray 1	√
250-sheet input tray 2	√
550-sheet input tray 3	Optional
Recommended monthly page volume (RMPV)4	1,500 to 7,500 pages
Duty cycle	Up to 120,000 pages
Managed cartridge yield	11,500 pages
Dual-band Wi-Fi with Bluetooth® Low Energy, Wi-Fi Direct®5	Optional
ENERGY STAR® qualified	√

[1] Automatic two-sided printing dependent upon country setup specifications.
[2] Measured using ISO/IEC 24734 Office Suite and Feature Tests, excludes first set of test documents. For more information, see hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, document complexity, media size, media orientation, and media type. HP High Speed may require firmware upgrade to enable.
[3] First page out measured using ISO/IEC 17629. For more information see hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[4] HP recommends that the number of pages per month of imaged output be within the stated range for optimum device performance, based on factors including supplies replacement intervals and device life over an extended warranty period.
[5] Mobile device needs to be connected directly to the signal of a Wi-Fi Direct supported MFP or printer prior to printing. Depending on mobile device, an app or driver may also be required. Wi-Fi Direct is a registered trademark of Wi-Fi Alliance. For details, see hp.com/go/mobileprinting.
[6] An administrator must enable the easy-access USB port before use.

HP Services

Downtime can have serious consequences, so HP provides support beyond the standard warranty. You benefit from reduced risk, maximized uptime, predictable service delivery and no unbudgeted repair costs. HP Care Pack Services provide a comprehensive suite of protection services designed to keep HP hardware and software up and running so employees can stay productive.

For carepack availability visit: hp.com/go/cpc

Top features

Set up work teams for success without adding more to your plate. Help people handle business wherever it happens while giving IT fleet-wide control it needs, using a compact MFP built for simple use and management.

HP printers have the industry's strongest security[1] because they're always on guard, continually stopping threats while adapting to new ones. And only HP printers can automatically self-heal from attacks, so IT doesn't need to intervene.

Simplify collaboration and productivity with a streamlined MFP that supports how people work today: fast, nimble, and connected. Print sharp text and graphics businesses need to look professional day in and day out, plus scan and copy with ease.

Business is all about resource management, and finding efficiencies is everyone's responsibility. This compact MFP is designed for low energy use, to help people complete tasks quickly while conserving wherever possible.

Accessories

2MU47A	HP Accessibility Assistant
2TD64A	HP Accessibility Kit
3JN69A	HP Jetdirect 3100w BLE/NFC/Wireless Accessory
4QL32A	HP Legic Secure USB Reader
8FP31A	HP Jetdirect LAN Accessory
B5L31A	HP Foreign Interface Harness
D9P29A	HP LaserJet Pro 550-sheet Feeder Tray
X3D03A	HP Universal USB Proximity Card Reader
Y7C05A	HP HIP2 Keystroke Reader

Solutions

Overview: The HP Solutions portfolio provides a broad array of solutions designed to work with many HP printers and MFPs. They can help improve productivity, safeguard your data, and drive down costs. Helping employees and your IT team work more efficiently.

Workflow: Enable direct access to digital content and workflows from the MFP control panel to streamline document-intensive processes and help improve user productivity.

Security: HP JetAdvantage Security Manager fleet security compliance and management; HP Access Control; HP JetAdvantage Secure Print; Card readers; Secure Encrypted Print (UPD)

Mobile and universal print: HP Universal Print Driver (UPD); HP Print for Chrome; HP Roam for Business; HP ePrint; HP PrinterOn Enterprise

Management: HP Web JetAdmin; HP JetAdvantage Security Manager; HP JetAdvantage Insights; HP Smart Device Services (SDS)

Services

U11E1E - HP 3y NBD LJ MNGD MFP E42540 SVC
U11E2E - HP 4y NBD LJ MNGD MFP E42540 SVC
U11E3E - HP 5y NBD LJ MNGD MFP E42540 SVC
U11E4E - HP 3y 4h 9x5 LJ MNGD MFP E42540 SVC
U11E5E - HP 4y 4h 9x5 LJ MNGD MFP E42540 SVC
U11E6E - HP 5y 4h 9x5 LJ MNGD MFP E42540 SVC
U11E7E - HP3yChnlPartsOnly LJ MNGD MFP E42540 SVC
U11E8E - HP4yChnlPartsOnly LJ MNGD MFP E42540 SVC
U11E9E - HP5yChnlPartsOnly LJ MNGD MFP E42540 SVC
U11F0PE - HP 1y PW NBD LJ MNGD MFP E42540 SVC
U11F1PE - HP 2y PW NBD LJ MNGD MFP E42540 SVC
U11F2PE - HP 1y PW 4h 9x5 LJ MNGD MFP E42540 SVC
U11F3PE - HP 2y PW 4h 9x5 LJ MNGD MFP E42540 SVC
U11F4PE - HP1yPWChnlPartsOnly LJ MNGD MFPE42540SVC
U11F5PE - HP2yPWChnlPartsOnly LJ MNGD MFPE42540SVC
U9JT3E - HP Inst SVC w/nw Department Printer

[1] HP's most advanced embedded security features are available on HP Managed and Enterprise devices with HP FutureSmart firmware 4.5 or above. Claim based on HP review of 2019 published features of competitive in-class printers. Only HP offers a combination of security features to automatically detect, stop, and recover from attacks with a self-healing reboot, in alignment with NIST SP 800-193 guidelines for device cyber resiliency. For a list of compatible products, visit hp.com/go/PrintersThatProtect. For more information, visit hp.com/go/PrinterSecurityClaims
[2] Some features enabled by future HP FutureSmart firmware upgrades may not be available on older devices, if for example, physical product characteristics limit the functionality of the new feature.
[3] HP Web Jetadmin is free and available for download at hp.com/go/webjetadmin
[4] Third-party certification based on Common Criteria Information Technology Security Evaluation ISO/IEC 15408 Standard requirements as of May 2019. Certification applicable to HP Managed and Enterprise devices running HP FutureSmart Firmware version 4.5.1 and later. For more information: https://www.commoncriteriaportal.org/files/epfiles/Certification%20Report%20-%20HP%20Intrusion%20Detection.pdf
[5] Use of the HP Trusted Platform Module may require a firmware upgrade.
[6] Wireless performance is dependent on physical environment and distance from access point and may be limited during active VPN connections.
[7] Dependent upon country setup specifications.
[8] To enable HP Roam, some devices may require firmware to be upgraded and an optional accessory to add Bluetooth® Low Energy (BLE) beaconing capabilities. Subscription may be required. For more information, visit hp.com/go/roam
[9] Measured using ISO/IEC 24734, excludes first set of test documents. For more information, see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

HP LaserJet Managed MFP E42540 series

Model	**HP LaserJet Managed MFP E42540f**
Product number	3PZ75A
AIO functions	Print, copy, scan, fax
Print	
Print speed[9, 10, 8]	**First page out Letter:** As fast as 6.3 sec Black; **First page out A4:** As fast as 6.5 sec Black; **Letter:** Up to 40 ppm (default) ; Up to 42 ppm (HP High Speed Mode) Black; **A4:** Up to 38 ppm (default) ; Up to 40 ppm (HP High Speed Mode) Black; **Print speed (Landscape, A5):** Up to 63 ppm Black
Print resolution	**Black (best)** Up to 1200 x 1200 dpi; **Black (normal)** Up to 600 x 600 dpi; **Black (fine lines)** Up to 1200 x 1200 dpi
Print technology	Laser; **Print resolution technology:** 300 dpi, 600 dpi, HP FastRes 1200, HP ProRes 1200
Print cartridges number	1 (black)
Standard print languages	HP PCL 6, HP PCL 5, HP PostScript level 3 emulation, native PDF printing (v 1.7), Apple AirPrint™
Printer smart software features	Print preview, duplex printing, print multiple pages per sheet (2, 4, 6, 9, 16), collation, watermarks, store print jobs, easy-access USB
Printer management / HP SureSupply	HP Printer Assistant, HP Web JetAdmin Software, HP JetAdvantage Security Manager, HP SNMP Proxy Agent (Part of HP WebJetAdmin), HP WS Pro Proxy Agent (Part of HP WebJetAdmin), Printer Administrator Resource Kit for HP Universal Print Driver (Driver Configuration Utility - Driver Deployment Utility - Managed Printing Administrator)/
Scan	
Scan type / Technology	**Type:** Flatbed, ADF; **Technology:** Contact Image Sensor (CIS); **Twain version:** Version 2.1
Scan resolution	**Hardware:** Up to 600 x 600 dpi; **Optical:** Up to 600 dpi
Scan Size	**ADF:** 8.5 x 14 in Maximum; 5 x 7 in Minimum; **Flatbed:** 8.5 x 11.7 in
Scan speed[13]	Up to 31 ppm/49 ipm (b&w) Letter; Up to 29 ppm/46 ipm (b&w) A4; **Duplex:** Up to 49 ipm (b&w) Letter; Up to 46 ipm (b&w) A4
Scanner advanced features	Optimize text/picture; Image adjustments; Job build; Output quality setting; Selectable scan resolution 75 to 600 dpi; Auto detect color; Edge Erase; Job notification; Blank page suppression; HP Quick Sets; PDF; GIF; MTIFF; JPG
Bit depth / Grayscale levels	24-bit / 256
Digital sending standard features	Scan to E-mail; Save-to-Network Folder; Save-to-USB drive; Send to FTP; Send to Internet Fax; Local Address Book; SMTP over SSL; Blank Page Removal; Edge Erase; Auto Color Sense; Auto Crop To Content; Compact PDF
Copy	
Copy speed	**Letter:** Up to 31 cpm Black; **A4:** Up to 29 cpm Black; **First copy out Letter:** As fast as 6.8 sec Black; **First copy out A4:** As fast as 7.2 sec Black; **2-sided Letter:** As fast as 33 cpm Black; **2-sided A4:** As fast as 31 cpm Black
Copy resolution	**Color (text and graphics):** Up to 600 x 600 dpi
Maximum Number of Copies	Up to 9999 copies
Copier resize	25 to 400%
Copier settings	Two-sided copying; Scalability; Image adjustments (darkness, contrast, background cleanup, sharpness); N-up; N or Z-ordering; Content orientation; Collation; Booklet; Job build; Edge-to-edge; Job storage; ID Copy; Book Copy; A-to-B Copy (different media sizes)
Fax	
Fax speed[9]	**Up to:** 33.6 kbps / **Letter:** 3 sec per page
Fax resolution	**Black (best):** Up to 300 x 300 dpi; **Black (standard):** 203 x 98 dpi
Fax smart software features	Stored faxes; Fax archiving; Fax forwarding; Scale to fit; Fax address book; LAN/Internet fax; Fax number confirmation; Holiday fax schedule
Fax Features	**Fax memory:** Dependent on the amount of available disk space; **Auto fax reduction supported:** Yes; **Auto-redialing:** Yes; **Fax delayed sending:** No; **Distinctive ring detection supported:** No; **Fax forwarding supported:** Yes; **Fax phone TAM interface supported:** No; **Fax polling supported:** Yes (poll to receive only); **Fax telephone mode supported:** No; **Junk barrier supported:** Yes, as blocked fax numbers; **Maximum speed dialing numbers:** Up to 1000 numbers; **PC interface supported:** Yes, software not included; **Remote retrieval capability supported:** No; **Telephone handset supported:** No
Connectivity	
Standard connectivity	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network; 1 FAX
Network capabilities	Yes, via HP Jetdirect Ethernet embedded print server (standard) which supports: 10Base-T, 100Base-Tx, 1000Base-T; 802.3az (EEE) support on Fast Ethernet and Gig Links; IPsec (standard); 802.11a/b/g/n wireless networking (Optional); second Ethernet port (Optional).
Wireless capability	Optional, enabled with purchase of a wireless hardware accessory. Dual band Wireless Station and Wi-Fi Direct functionality available with HP Jetdirect 3100w BLE/NFC/Wireless Accessory 3JN69A
Mobile printing capability[5]	HP ePrint; Apple AirPrint™; Mopria™ Certified; Wi-Fi® Direct Printing; NFC Touch-to-print (optional); PrinterOn Print; Roam capable for easy printing
Memory[7]	**Standard:** 2GB; **Maximum:** 2GB
Processor speed	800 MHz / **Storage:** 16 GB eMMC / **Hard disk:** Not supported
Duty cycle (monthly)	**Letter:** Up to 120,000 pages; **A4:** Up to 120,000 pages; **Recommended monthly page volume:** 1,500 to 7,500 pages

HP LaserJet Managed MFP E42540 series

Model	**HP LaserJet Managed MFP E42540f**
Product number	3PZ75A
Paper handling	
Input	100-sheet tray 1, 250-sheet input tray 2; 50-sheet Automatic Document Feeder (ADF); Up to 900 sheets (with Optional 550-sheet tray)
Output	**Standard:** 150-sheet output bin; Up to 150 sheets Standard
Duplex Options	Automatic (default)
Auto document feeder capacity	Standard, 50 sheets
Envelope feeder	No
Standard paper trays	2
Media types	Paper (plain, EcoEfficient, light, heavy, bond, colored, letterhead, preprinted, pre punched, recycled, rough); envelopes; labels
Media weight	Tray 1: 16 to 46.6 lb; tray 2, optional 550-sheet tray 3: 16 to 32 lb
Media sizes	Tray 1: letter, legal, oficio, executive, statement, 4 x 6, 3 x 5, 5 x 7, 5 x 8, postcard (JIS), double postcard (JIS), 8.5 x 13, envelope (commercial No. 9, No. 10, Monarch); Custom: 3 x 5 to 8.5 x 14 in; Tray 2: letter, executive, statement, 5 x 7, 5 x 8, double postcard (JIS); Custom: 4.1 x 5.8 to 8.5 x 14 in; Optional Tray 3: letter, executive, statement, 5 x 7, 5 x 8, double postcard (JIS); Custom: 4.1 x 5.8 to 8.5 x 14 in
Media Sizes Custom	Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2: 4.1 x 5.8 to 8.5 x 14 in; Optional Tray 3: 4.1 x 5.8 to 8.5 x 14 in
Dimensions (w x d x h)	16.5 x 15.3 x 12.7 in ; 420 x 390 x 323 mm ; **Maximum:** 17.8 x 33 x 22.7 in (printer fully opened); 453 x 839 x 577 mm (printer fully opened)
Weight	28.68 lb; 13.01 kg
What's in the box[1]	HP LaserJet Managed MFP E42540f printer; HP Black Original LaserJet Toner Cartridge (~3,000 pages); Fixed-Size Paper Tray Guides; Getting started Guide; 1 Power cord
Replacement cartridges[2]	HP Black Managed Original LaserJet Toner Cartridge (~11,500 pages) W9024MC
Warranty features	One-year, On-site Repair 24-hour / 7 day a week phone support
Energy star certified	Yes
Energy efficiency compliance[4]	EPEAT® Silver; CECP; ENERGY STAR® certified
Control panel	4.3" Color Capacitive Touch Control Panel
Display	4.3" diagonal Color TFT-LCD back-lit 480 RGB (H) x 272 (V)
Software included	No software solutions are included in the Box only on http://hp.com or http://123.hp.com
Fonts and typefaces	105 internal TrueType fonts scalable in HP PCL, 92 internal scalable fonts in HP PostScript Level 3 emulation (Euro symbol built-in); 1 internal Unicode Fonts (Andale Mono World Type); 2 Internal Windows Vista 8 Fonts (Calibri, Cambria); additional font solutions available via third-party flash memory cards; HP LaserJet Fonts and IPDS Emulation available at http://www.hp.com/go/laserjetfonts
Compatible operating systems	Windows Client OS (32/64 bit)-, Win10, Win8.1, Win7 Ultimate, Mobile OS-, iOS, Android, Mac-, Apple® MacOS High Sierra v10.13, Apple® MacOS Mojave v10.14, Apple® MacOS Catalina v10.15, Discrete PCL6 Printer Driver-, For more information on the supported operating systems go to http://support.hp.com, Enter your product name and search, Click on User Guides and enter your product name and search for User Guide, Search for your (Product Name) - User Guide, Search for the Supported Operating Systems section, UPD PCL6 / PS Printer Drivers, Supported Operating systems, For more information on the supported operating systems see www.hp.com/go/upd
Compatible network operating systems	Windows Server 2008 R2 64-bit, Windows Server 2008 R2 64-bit (SP1), Windows Server 2012 64-bit, Windows Server 2012 R2 64-bit, Windows Server 2016 64-bit, Windows Server 2019 64-bit, Citrix Server 6.5, Citrix XenApp & XenDesktop 7.6, Novell iPrint server, *Citrix Ready Kit Certification - Up to Citrix Server 7.18 for more information see http://citrixready.citrix.com, Linux- For more information see http://developers.hp.com/hp-linux-imaging-and-printing, Unix- For more information see http://hp.com/go/unixmodelscripts, Linux- For more information see http://developers.hp.com/hp-linux-imaging-and-printing, Unix- For more information see http://hp.com/go/unixmodelscripts
Minimum system requirements	**PC:** 2 GB available hard disk space Internet connection or USB port Internet browser. For additional OS hardware requirements see microsoft.com; **Mac:** 2 GB available hard drive space Internet connection or USB port Internet browser. For additional OS hardware requirements see apple.com
Power[1,2]	**Power supply type:** Internal (Built-in) power supply; **Power supply required:** 110-volt input voltage: 110 to 127 VAC (+/- 10%), 60 Hz (+/- 3 Hz); 220-volt input voltage: 220 to 240 VAC (+/- 10%), 50/60Hz (+/- 3 Hz) (Not dual voltage, power supply varies by part number with # Option code identifier); **Power consumption:** 525 watts (active printing), 10.1 watts (ready), 1.2 watts (sleep), 0.08 watts (auto-off/manual-on), 0.08 watts (manual off); **Typical electricity consumption (TEC) number:** 1.222 kWh/week (Blue Angel); 0.463 kWh/week (Energy Star 3.0)
Acoustics	**Acoustic power emissions:** 6.4 B(A) @ 38 ipm
Operating environment	**Operating temperature range:** 59 to 90.5°F ; **Recommended operating temperature:** 59 to 80.6°F ; **Storage temperature range:** -4 to 104°F ; **Operating humidity range:** 30 to 70% RH ; **Recommended operating humidity range:** 10 to 90% RH
Security management	Identity management: Kerberos authentication, LDAP authentication, 1000 user PIN codes, Optional HP and 3rd party advanced authentication solutions (e.g., badge readers); Network: IPsec/firewall with Certificate, Pre-shared Key, Kerberos authentication, Supports WJA-10 IPsec configuration Plug-in, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140 validated cryptographic libraries from Microsoft), SSL/TLS (HTTPS), Encrypted Credentials; Device: HP Sure Start Secure Boot (BIOS Integrity Checking with self-healing capability), Intrusion Detection (Constant in-device monitoring for attacks), Whitelisting (loads only known good code), Embedded Trusted Platform Module, HP Connection Inspector, Security lock slot, USB port disablement; Security management: Compatible with HP JetAdvantage Security Manager, Device Security Syslog Messages processed and accessible in Arcsight and Splunk SIEMs

[1] For yield information on the cartridge included with your printer, see http://www.hp.com/go/toneryield. Yield values measured in accordance with ISO/IEC 19752 and continuous printing. Actual yields vary considerably based on images printed and other factors.
[2] Declared yields based on ISO/IEC 19752 and continuous printing. Actual yields vary considerably based on images printed and other factors. For details see http://www.hp.com/go/toneryield
[3] Declared yield value in accordance with ISO/IEC 19752. Actual yields vary considerably based on images printed and other factors. For more information, visit: http://www.hp.com/go/learnaboutsupplies
[4] EPEAT® registered where applicable. EPEAT registration varies by country. See http://www.epeat.net for registration status by country.
[5] To enable HP Roam, some devices may require firmware to be upgraded and an optional accessory to add Bluetooth® Low Energy (BLE) beaconing capabilities. Customer can purchase the HP Jetdirect 3100w BLE/NFC/Wireless accessory or the RadBeacon USB. Subscription may be required. For more information, visit http://www.hp.com/go/roam
[6] Based on standard ITU-T test image #1 at standard resolution. More complicated pages or higher resolution will take longer and use more memory.
[7] Memory not expandable on this product
[8] Measured using ISO/IEC 24734 Feature Performance Test, excludes first set of test documents. For more information see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[9] Measured using ISO/IEC 24734, excludes first set of test documents. For more information see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[10] Measured using ISO/IEC 17629. For more information see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[11] Power requirements are based on the country/region where the printer is sold. Do not convert operating voltages. This will damage the printer and void the product warranty. Energy Star value typically based on measurement of 115V device and 230V for Blue Angel.
[12] Typical Electricity Consumption (TEC) rating represents the typical electricity consumed by a product during 1 week, measured in kilowatt-hours (kWh).
[13] Scan speeds measured from ADF. Actual processing speeds may vary depending on scan resolution, network conditions, computer performance, and application software.

To learn more, visit hp.com

November 2020

Datasheet | NA

HP Color LaserJet Managed MFP E47528 series

HP's entry-level Enterprise-class Color MFP with speeds up to 28 ppm[10] and strongest security.[1]

HP Managed MFPs and printers are optimized for managed environments. With increased monthly page volumes and fewer interventions, this portfolio of products can help reduce printing and copying costs. See your HP Authorized Reseller for details.

This printer is intended to work only with cartridges that have a new or reused HP chip, and it uses dynamic security measures to block cartridges using a non-HP chip. Periodic firmware updates will maintain the effectiveness of these measures and block cartridges that previously worked. A reused HP chip enables the use of reused, remanufactured, and refilled cartridges. More at: http://www.hp.com/learn/ds

HP Color LaserJet Managed MFP E47528f

Easy to use, simple to manage

- HP FutureSmart firmware can be updated with the latest features[2] to optimize your investment for years to come.
- Centralize control of your printing environment with HP Web Jetadmin—and help build business efficiency.[3]
- Easily enable workflows across your fleet with a consistent user experience and intuitive, tablet-like icons.
- Set up this MFP fast, and easily manage device settings to help increase efficiency.

The world's most secure printing[1]

- The operating code (BIOS) is automatically checked during startup and repairs itself if compromised.
- Common Criteria certified[4] to continually monitor memory activity to detect and stop attacks in real time.
- Firmware is automatically checked during startup to determine if it's authentic code—digitally signed by HP.
- The printer's outgoing network connections are inspected to stop suspicious requests and thwart malware.

Enhanced productivity to empower work teams

- Give workgroups what they need to succeed with hundreds of HP and third-party solutions and card reader support.
- Optimize workflows, reduce steps and errors, and support mobile workers with optional MFP apps that meet your specific business needs.
- Help ensure the security of confidential information with PIN/Pull printing to retrieve print jobs.
- Stay connected with an optional accessory for wireless,[6] Bluetooth® Low Energy, and NFC touch-to-print.

Sustainability is smart business

- Help save paper right out of the box. Two-sided (duplex) printing is set at default for automatic savings.[7]
- Help reduce wasted paper and toner by only printing jobs that are truly needed, using HP Roam for Business.[8]
- Save energy without sacrificing performance—this MFP is ENERGY STAR® and Blue Angel certified.
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[1] HP's most advanced embedded security features are available on HP Enterprise and HP Managed devices with HP FutureSmart firmware 4.5 or above. Claim based on HP review of 2019 published features of competitive in-class printers. Only HP offers a combination of security features to automatically detect, stop, and recover from attacks with a self-healing reboot, in alignment with NIST SP 800-193 guidelines for device cyber resiliency. For a list of compatible products, visit hp.com/go/PrintersThatProtect. For more information, visit hp.com/go/PrinterSecurityClaims

[2] Some features enabled by future HP FutureSmart firmware upgrades may not be available on older devices, if for example, physical product characteristics limit the functionality of the new feature.

[3] HP Web Jetadmin is free and available for download at hp.com/go/webjetadmin

[4] Third-party certification based on Common Criteria Information Technology Security Evaluation ISO/IEC 15408 Standard requirements as of May 2019. Certification applicable to HP Enterprise and Managed devices running HP FutureSmart Firmware version 4.5.1 and later. For more information: https://www.commoncriteriaportal.org/files/epfiles/Certification%20Report%20-%20HP%20Intrusion%20Detection.pdf

[5] Use of the HP Trusted Platform Module may require a firmware upgrade.

[6] Wireless performance is dependent on physical environment and distance from access point and may be limited during active VPN connections.

[7] Dependent upon country setup specifications.

[8] To enable HP Roam, some devices may require firmware to be upgraded and an optional accessory to add Bluetooth® Low Energy (BLE) beaconing capabilities. Subscription may be required. For more information, visit hp.com/go/roam

[9] Firmware upgrade required.

[10] Measured using ISO/IEC 24734, excludes first set of test documents. For more information, see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

Product walkaround

1. 4.3-inch (10.9 cm) color touchscreen
2. Easy-access USB port[1]
3. 150-sheet output bin
4. Automatic two-sided printing (default)[1]
5. Front door, access to Original HP Toner cartridges with JetIntelligence
6. 50-sheet multipurpose input tray 1
7. 250-sheet input tray 2
8. 50-sheet automatic document feeder (ADF)
9. Right door, access to print path
10. Convenient front on/off switch
11. Hi-Speed USB 2.0 port for third-party devices
12. Hi-Speed USB 2.0 printing port
13. Gigabit Ethernet network port

Series at a glance

Model	HP Color LaserJet Managed MFP E47528f
Product number	3QA75A
Print speed (Letter/A4)[3]	Up to 29/27 ppm
First page out (Letter/A4)[4]	As fast as 9.3/9.5 seconds mono, 10.9/11.0 seconds color
First copy out (Letter/A4)	As fast as 9.5/9.6 seconds mono, 11.2/11.3 seconds color
Control panel	4.3" (10.9 cm) color touchscreen
Memory	2 GB
Storage	16 GB eMMC
Automatic two-sided printing (default)[2]	√
Input capacity (standard/maximum)	Up to 300/850 sheets
50-sheet input tray 1	√
250-sheet input tray 2	√
550-sheet input tray 3	Optional
Recommended monthly page volume (RMPV)[5]	1,500 to 7,500 pages
Duty cycle	Up to 65,000 pages
Managed cartridge yields (black/color)	8,600/6,900 pages
Dual-band Wi-Fi with Bluetooth® Low Energy, Wi-Fi Direct®[6]	Optional
ENERGY STAR® qualified	√

[1] An administrator must enable the easy-access USB port before use.
[2] Automatic two-sided printing dependent upon country setup specifications.
[3] Print speed measured using ISO/IEC 24734, excludes first set of test documents. For more information, see hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[4] First page out measured using ISO/IEC 17629. For more information see hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[5] HP recommends that the number of pages per month of imaged output be within the stated range for optimum device performance, based on factors including supplies replacement intervals and device life over an extended warranty period.
[6] Mobile device needs to be connected directly to the signal of a Wi-Fi Direct supported MFP or printer prior to printing. Depending on mobile device, an app or driver may also be required. Wi-Fi Direct is a registered trademark of Wi-Fi Alliance. For details, see hp.com/go/mobileprinting.

HP Services

Downtime can have serious consequences, so HP provides support beyond the standard warranty. You benefit from reduced risk, maximized uptime, predictable service delivery and no unbudgeted repair costs. HP Care Pack Services provide a comprehensive suite of protection services designed to keep HP hardware and software up and running so employees can stay productive.

For carepack availability visit: hp.com/go/cpc

Top features

Set up work teams for success without adding more to your plate. Help people handle business wherever it happens while giving IT fleet-wide control it needs, using a compact MFP built for simple use and management.

HP printers have the industry's strongest security[1] because they're always on guard, continually stopping threats while adapting to new ones. And only HP printers can automatically self-heal from attacks, so IT doesn't need to intervene.

Simplify collaboration and productivity with a streamlined MFP that supports how people work today: fast, nimble, and connected. Print premium color documents businesses need to look professional day in and day out, plus scan and copy with ease.

Business is all about resource management, and finding efficiencies is everyone's responsibility. This compact MFP is designed for low energy use, to help people complete tasks quickly while conserving wherever possible.

Accessories

2TD64A	HP Accessibility Kit
3JN69A	HP Jetdirect 3100w BLE/NFC/Wireless Accessory
4QL32A	HP Legic Secure USB Reader
8FP31A	HP Jetdirect LAN Accessory
B5L31A	HP Foreign Interface Harness
CC543B	HP SmartCard NIPRNet Solution for US Government
CF404A	HP LaserJet 550-sheet Feeder Tray
X3D03A	HP USB Universal Card Reader
Y7C05A	HP HIP2 Keystroke Reader

Solutions

Overview: The HP Solutions portfolio provides a broad array of solutions designed to work with many HP printers and MFPs. They can help improve productivity, safeguard your data, and drive down costs. Helping employees and your IT team work more efficiently.

Workflow: HP Capture & Route; Embedded send-to-email

Security: HP JetAdvantage Security Manager fleet security compliance and management; HP Access Control; HP JetAdvantage Secure Print; Card readers; Secure Encrypted Print (UPD)

Mobile and universal print: HP Universal Print Driver (UPD); HP Print for Chrome; HP Roam for Business; HP ePrint; HP PrinterOn Enterprise

Management: HP Web JetAdmin; HP JetAdvantage Security Manager; HP JetAdvantage Insights; HP Smart Device Services (SDS)

Services

U11VKE - HP 3y NBD CLJ MNGD MFP E47528 SVC
U11VLE - HP 4y NBD CLJ MNGD MFP E47528 SVC
U11VME - HP 5y NBD CLJ MNGD MFP E47528 SVC
U11VNE - HP 3y 4h 9x5 CLJ MNGD MFP E47528 SVC
U11VQE - HP 4y 4h 9x5 CLJ MNGD MFP E47528 SVC
U11VRE - HP 5y 4h 9x5 CLJ MNGD MFP E47528 SVC
U11VSE - HP3yChnlPartsOnly CLJ MNGD MFP E47528SVC
U11VTE - HP4yChnlPartsOnly CLJ MNGD MFP E47528SVC
U11VVE - HP5yChnlPartsOnly CLJ MNGD MFP E47528 SVC
U11VWPE - HP 1y PW NBD CLJ MNGD MFP E47528 SVC
U11VXPE - HP 2y PW NBD CLJ MNGD MFP E47528 SVC
U11VYPE - HP 1y PW 4h 9x5 CLJ MNGD MFP E47528 SVC
U11VZPE - HP 2y PW 4h 9x5 CLJ MNGD MFP E47528 SVC
U11DPPE - HP1yPWChnlPartsOnly CLJ MNGDMFPE47528SVC
U11VPPE - P2yPWChnlPartsOnly CLJ MNGDMFPE47528SVC
U9JT3E - HP Inst SVC w/nw Department Printer

[1] HP's most advanced embedded security features are available on HP Enterprise and HP Managed devices with HP FutureSmart firmware 4.5 or above. Claim based on HP review of 2019 published features of competitive in-class printers. Only HP offers a combination of security features to automatically detect, stop, and recover from attacks with a self-healing reboot, in alignment with NIST SP 800-193 guidelines for device cyber resiliency. For a list of compatible products, visit hp.com/go/PrintersThatProtect. For more information, visit hp.com/go/PrinterSecurityClaims
[2] Some features enabled by future HP FutureSmart firmware upgrades may not be available on older devices, if for example, physical product characteristics limit the functionality of the new feature.
[3] HP Web Jetadmin is free and available for download at hp.com/go/webjetadmin
[4] Third-party certification based on Common Criteria Information Technology Security Evaluation ISO/IEC 15408 Standard requirements as of May 2019. Certification applicable to HP Enterprise and Managed devices running HP FutureSmart Firmware version 4.5.1 and later. For more information: https://www.commoncriteriaportal.org/files/epfiles/Certification%20Report%20-%20HP%20Intrusion%20Detection.pdf
[5] Use of the HP Trusted Platform Module may require a firmware upgrade.
[6] Wireless performance is dependent on physical environment and distance from access point and may be limited during active VPN connections.
[7] Dependent upon country setup specifications.
[8] To enable HP Roam, some devices may require firmware to be upgraded and an optional accessory to add Bluetooth® Low Energy (BLE) beaconing capabilities. Subscription may be required. For more information, visit hp.com/go/roam
[9] Firmware upgrade required.
[10] Measured using ISO/IEC 24734, excludes first set of test documents. For more information, see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

HP Color LaserJet Managed MFP E47528 series

Model	**HP Color LaserJet Managed MFP E47528f**
Product number	3QA75A
AIO functions	Print, copy, scan, fax
Print	
Print speed[4,9,7]	**First page out Letter:** As fast as 9.3 sec Black; As fast as 10.9 sec Color; **First page out A4:** As fast as 9.5 sec Black; As fast as 11.0 sec Color; **Letter:** Up to 29 ppm Black; Up to 29 ppm Color; **A4:** Up to 27 ppm Black; Up to 27 ppm Color; **2-sided Letter:** Up to 25 ipm Black; Up to 25 ipm Color; **2-sided A4:** Up to 24 ipm Black; Up to 24 ipm Color; **Print speed (Landscape, A5):** Up to 49 ppm Black; Up to 49 ppm Color
Print resolution	**Black (best)** Up to 600 x 600 dpi; **Black (normal)** Up to 600 x 600 dpi **Color (best):** Up to 600 x 600 dpi; **Color (normal):** Up to 600 x 600 dpi
Print technology	Laser; **Print resolution technology:** HP ImageREt 3600, Enhanced (600x600 dpi), Fine Lines (1200x1200 dpi), Quickview (300x300 dpi)
Print cartridges number	4 (1 each black, cyan, magenta, yellow)
Standard print languages	HP PCL 6, HP PCL 5, HP PostScript level 3 emulation, native PDF printing (v 1.7), Apple AirPrint™
Printer smart software features	Print preview, duplex printing, print multiple pages per sheet (2, 4, 6, 9, 16), collation, watermarks, store print jobs, easy-access USB
Printer management	HP Printer Assistant, HP Web JetAdmin Software, HP JetAdvantage Security Manager, HP SNMP Proxy Agent (Part of HP WebJetAdmin), HP WS Pro Proxy Agent (Part of HP WebJetAdmin), Printer Administrator Resource Kit for HP Universal Print Driver (Driver Configuration Utility - Driver Deployment Utility - Managed Printing Administrator)
Scan	
Scan type / Technology	**Type:** Flatbed, ADF; **Technology:** Contact image Sensor (CIS); **Twain version:** Version 2.1
Scan resolution	**Hardware:** up to 600 x 600 dpi; **Optical:** up to 600 dpi
Scan Size	**ADF:** 8.5 x 14 in Maximum; 5 x 7 in Minimum; **Flatbed:** 8.5 x 11.7 in
Scan speed[12]	Up to 31 ppm/49 ipm (b&w), up to 21 ppm/37 ipm (color) Letter; Up to 29 ppm/46 ipm (b&w), up to 20 ppm/35 ipm (color) A4; **Duplex:** Up to 49 ipm (b&w), up to 37 ipm (color) Letter; Up to 46 ipm (b&w), up to 35 ipm (color) A4
Scanner advanced features	Optimize text/picture; Image adjustments; Job build; Output quality setting; Selectable scan resolution 75 to 600 dpi; Auto detect color; Edge Erase; Job notification; Blank page suppression; HP Quick Sets
Bit depth / Grayscale levels	24 bit / 256
Digital sending standard features[13]	Scan to E-mail; Save-to-Network Folder; Save-to-USB drive; Scan-to-Sharepoint; Send to FTP; Send to Internet Fax; Local Address Book; SMTP over SSL; Blank Page Removal; Edge Erase; Auto Color Sense; Auto Crop To Content; Compact PDF; Scan to Onedrive; Scan to Onedrive for Business; Scan to Sharepoint Online
Copy	
Copy speed	**Letter:** Up to 28 cpm Black; Up to 28 cpm Color; **A4:** Up to 27 cpm Black; Up to 27 cpm Color; **First copy out Letter:** As fast as 9.5 sec Black; As fast as 11.2 sec Color; **First copy out A4:** As fast as 9.6 sec Black; As fast as 11.3 sec Color; **2-sided Letter:** Up to 25 cpm Black; Up to 25 cpm Color; **2-sided A4:** Up to 24 cpm Black; Up to 24 cpm Color
Copy resolution	**Color (text and graphics):** Up to 600 x 600 dpi
Maximum Number of Copies	Up to 9999 copies
Copier resize	25 to 400%
Copier settings	Two-sided copying; Scalability; Image adjustments (darkness, contrast, background cleanup, sharpness); N-up; N or Z-ordering; Content orientation; Collation; Booklet; Job build; Edge-to-edge; Job storage; ID Copy; Book Copy; A-to-B Copy (different media sizes)
Fax	
Fax speed[5]	**Up to:**33.6 kbps (maximum); 14.4 kbps (default) / **Letter:**3 sec per page
Fax resolution	**Black (best):** Up to 300 x 300 dpi; **Black (standard):** 203 x 98 dpi
Fax smart software features	Stored faxes; Fax archiving; Fax forwarding; Scale to fit; Fax address book; LAN/Internet fax; Fax number confirmation; Holiday fax schedule
Fax Features	**Fax memory:** Dependent on the amount of available disk space; **Auto fax reduction supported:** Yes; **Auto-redialing:** Yes; **Fax delayed sending:** No; **Distinctive ring detection supported:** No; **Fax forwarding supported:** Yes; **Fax phone TAM interface supported:** No; **Fax polling supported:** Yes (poll to receive only); **Fax telephone mode supported:** No; **Junk barrier supported:** Yes, as blocked fax numbers; **Maximum speed dialing numbers:** Up to 1000 numbers; **PC interface supported:** Yes, software not included; **Remote retrieval capability supported:** No; **Telephone handset supported:** No
Connectivity	
Standard connectivity	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network; 1 FAX
Network capabilities	Yes, via HP Jetdirect Ethernet embedded print server (standard) which supports: 10Base-T, 100Base-Tx, 1000Base-T; 802.3az (EEE) support on Fast Ethernet and Gig Links; IPsec (standard); 802.11a/b/g/n wireless networking (Optional); second Ethernet port (Optional); Microsoft Universal Print (MUP) support
Wireless capability	Optional, enabled with purchase of a wireless hardware accessory. Dual band Wireless Station and Wi-Fi Direct functionality available with HP Jetdirect 3100w BLE/NFC/Wireless Accessory 3JN69A
Mobile printing capability	HP ePrint; Apple AirPrint™; Mopria™ Certified; Wi-Fi® Direct Printing; NFC Touch-to-print (optional); PrinterOn Print
Memory[6]	**Standard:** 2 GB; **Maximum:** 2 GB
Processor speed	800 MHz
Storage	16 GB eMMC **Hard disk:** Not available
Duty cycle (monthly)	**Letter:** Up to 65,000 pages; **A4:** Up to 65,000 pages; **Recommended monthly page volume:** 1,500 to 7,500

HP Color LaserJet Managed MFP E47528 series

Model	**HP Color LaserJet Managed MFP E47528f**
Product number	3QA75A
Paper handling	
Input	**Standard:** 50-sheet multipurpose tray, 250-sheet input tray; Up to 300 sheets; All trays include fixed-size paper tray guides ; Up to 15; **Maximum:** Up to 850 sheets (with Optional 550-sheet tray)
Output	**Standard:** 150-sheet output bin; Up to 150 sheets Standard
Duplex Options	Automatic (default)
Auto document feeder capacity	Standard, 50 sheets; **Duplex ADF scanning:** Yes, single pass duplex scanning
Envelope feeder	No
Standard paper trays	**Standard:** 2; **Maximum:** 3
Media types	Paper (bond, brochure, colored, glossy, letterhead, photo, plain, preprinted, prepunched, recycled, rough), postcards, labels, envelopes
Media weight	Tray 1: 16 to 47 lb bond (up to 52 lb with HP Color laser glossy photo papers); Tray 2: 16 to 43 lb bond (up to 47 lb with postcards, up to 52 lb with HP Color laser glossy photo papers); optional Tray 3: 16 to 43 lb bond (up to 47 lb with postcards, up to 40 lb with HP Color laser glossy photo papers); Automatic duplexer: 16 to 43 lb
Media sizes	Tray 1: letter, legal, oficio, executive, statement, 4 x 6, 3 x 5, 5 x 7, 5 x 8, postcard (JIS), double postcard (JIS), 8.5 x 13, envelope (commercial No. 9, No. 10, Monarch); Custom: 3 x 5 to 8.5 x 14 in; Tray 2: letter, executive, statement, 4 x 6, 5 x 7, 5 x 8, double postcard (JIS); Custom: 3.9 x 5.8 to 8.5 x 14 in; Optional Tray 3: letter, executive, statement, 4 x 6, 5 x 7, 5 x 8, double postcard (JIS); Custom: 3.9 x 5.8 to 8.5 x 14 in
Media Sizes Custom	Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2: 3.9 x 5.8 to 8.5 x 14 in; Optional Tray 3: 3.9 x 5.8 to 8.5 x 14 in
Dimensions (W x D x H)	16.4 x 18.6 x 15.7 in; 415.4 x 472 x 399.8 mm; **Maximum:** 16.4 x 44.3 x 25.8 in (printer fully opened); 415.4 x 1124.4 x 656 mm (printer fully opened)
Weight	51.2 lbs; 23.2 kg
What's in the box[1]	HP Color LaserJet Managed MFP E47528f printer; HP Black Original LaserJet Toner Cartridge (~2,400 pages); HP Cyan, Magenta, Yellow Original LaserJet Toner Cartridges (~2,100 pages each); Fixed-Size Paper Tray Guides; Getting started Guide; 1 Power cord
Replacement cartridges[2]	HP Black Managed Original LaserJet Toner Cartridge (~8600 pages) W9090MC; HP Cyan Managed Original LaserJet Toner Cartridge (~6900 pages) W9091MC; HP Yellow Managed Original LaserJet Toner Cartridge (~6900 pages) W9092MC; HP Magenta Managed Original LaserJet Toner Cartridge (~6900 pages) W9093MC
Orderable supplies	
Warranty features	One-Year, On-site Repair 24-hour / 7 day a week phone support
Energy star certified	Yes
Energy efficiency compliance[4]	CECP; Blue Angel; ENERGY STAR® certified
Control panel	4.3" Color Capacitive Touch Control Panel
Display	4.3" diagonal Color TFT-LCD back-lit 480 RGB (H) x 272 (V)
Software included	No software solutions are included in the Box only on http://hp.com or http://123.hp.com
Fonts and typefaces	105 internal TrueType fonts scalable in HP PCL, 92 internal scalable fonts in HP PostScript Level 3 emulation (Euro symbol built-in); 1 internal Unicode Fonts (Andale Mono World Type); 2 Internal Windows Vista 8 Fonts (Calibri, Cambria);additional font solutions available via third-party flash memory cards; HP LaserJet Fonts and IPDS Emulation available at Http://www.hp.com/go/laserjetfonts
Compatible operating systems	Windows 11; Windows 10; Windows 8; Windows 8.1; Windows 7; Windows Client OS; Android; iOS; Mobile OS; macOS 10.12 Sierra; macOS 10.13 High Sierra; macOS 10.14 Mojave; macOS 10.15 Catalina
Compatible network operating systems	Windows 11; Windows Server; Linux; Citrix; UNIX; Novell
Minimum system requirements	**PC:** 2 GB available hard disk space Internet connection or USB port Internet browser. For additional OS hardware requirements see microsoft.com; **Mac:** 2 GB available hard drive space Internet connection or USB port Internet browser. For additional OS hardware requirements see apple.com
Power[11]	**Power supply type:** Internal (Built-in) power supply; **Power supply required:** 110-volt input voltage: 110 to 127 VAC (+/- 10%), 60 Hz (+/- 3 Hz); 220-volt input voltage: 220 to 240 VAC (+/- 10%), 50/60Hz (+/- 3 Hz) (Not dual voltage, power supply varies by part number with # Option code identifier); **Power consumption:** 581 watts (active printing), 21.9 watts (ready), 1.0 watts (sleep), 0.08 watts (auto-off/manual-on), 0.08 watts (manual off); **Typical electricity consumption (TEC) number:** 1.051 kWh/week (Blue Angel); 0.378 kWh/week (Energy Star 3.0)
Acoustics	**Acoustic power emissions:** 6.1 B(A) (Printing at 27 ipm)
Operating environment	**Operating temperature range:** 59 to 90.5°F ; **Recommended operating temperature:** 59 to 80.6°F ; **Storage temperature range:** -4 to 104°F ; **Operating humidity range:** 30 to 70% RH ; **Recommended operating humidity range:** 10 to 90% RH
Security management	Identity management: Kerberos authentication, LDAP authentication, 1000 user PIN codes, Optional HP and 3rd party advanced authentication solutions (e.g., badge readers); Network: IPsec/firewall with Certificate, Pre-shared Key, Kerberos authentication, Supports WJA-10 IPsec configuration Plug-in, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140 validated cryptographic libraries from Microsoft), SSL/TLS (HTTPS), Encrypted Credentials; Device: HP Sure Start Secure Boot (BIOS Integrity Checking with self-healing capability), Intrusion Detection (Constant in-device monitoring for attacks), Whitelisting (loads only known good code), Embedded Trusted Platform Module, HP Connection Inspector, Security lock slot, USB port disablement; Security management: Compatible with HP JetAdvantage Security Manager, Device Security Syslog Messages processed and accessible in Arcsight and Splunk SIEMs
Country of origin	Made in China

[1] For yield information on the cartridge(s) included with your printer, see http://www.hp.com/go/toneryield. Yield values measured in accordance with ISO/IEC 19798 and continuous printing. Actual yields vary considerably based on images printed and other factors.
[2] Declared yields based on ISO/IEC 19798 and continuous printing. Actual yields vary considerably based on images printed and other factors. For details see http://www.hp.com/go/toneryield.
[3] Declared yield value in accordance with ISO/IEC 19798. Actual yields vary considerably based on images printed and other factors. For more information, visit: http://www.hp.com/go/learnaboutsupplies
[4] EPEAT® registered where applicable. EPEAT registration varies by country. See http://www.epeat.net for registration status by country.
[5] Based on standard ITU-T test image #1 at standard resolution. More complicated pages or higher resolution will take longer and use more memory.
[6] Memory not expandable
[7] Measured using ISO/IEC 24734 Feature Performance Test, excludes first set of test documents. For more information see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[8] Measured using ISO/IEC 24734, excludes first set of test documents. For more information see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, driver, and document complexity.
[9] First Copy Out from Ready and Simplex Copy Speed measured using ISO/IEC 29183, Duplex Copy Speed measured using ISO/IEC 24735, excludes first set of test documents. For more information see http://www.hp.com/go/printerclaims. Exact speed varies depending on the system configuration, software application, document complexity, media size, media orientation and media type.
[10] Power requirements are based on the country/region where the printer is sold. Do not convert operating voltages. This will damage the printer and void the product warranty. Energy Star value typically based on measurement of 115V device and 230V for Blue Angel.
[11] Typical Electricity Consumption (TEC) rating represents the typical electricity consumed by a product during 1 week, measured in kilowatt-hours (kWh).
[12] Scan speeds measured from ADF. Actual processing speeds may vary depending on scan resolution, network conditions, computer performance, and application software.
[13] Scan to Onedrive, scan to Onedrive for Business, and scan to Sharepoint Online requires HP FutureSmart 5.8 or later.
[14] Requires HP FutureSmart 5.8.1.1 or later.

To learn more, visit hp.com

December 2024

DAGGETT COUNTY

Purchase Request Form

Date of Request: 06/04/2026	**Date Required:**	**Vendor Name:** Kustom Signals Inc 10901 W 84th Terrace, Suite 100 Lenexa, KS 66214
Requested By: Erik L. Bailey		**Vendor Contact:** Judy Beiriger
Department Head Approval:		**Ship to Address:** Daggett County Sheriff's Office 590 So Sheriffs Way P.O. Box 299 Manila, Utah 84046
Auditor's Approval (budget purposes only): 6/4/26		
Special Instructions, Quotes, Etc.:		

Qty	*Item # or Account code*	*Desctiption*	*Price Each*	*Total Price*
2	3003	Eagle 3 Dual Ka-band radar units	$2839.96	$5,679.92
		**Ut St NASPO #PA4768		
			TOTAL	$5,679.92

Account Code	**Dollar Amount**
4210.630	$5,679.92

Commission Approval: _____

Date: _____

KUSTOM SIGNALS INC®

MPH INDUSTRIES

Address	10901 W. 84th Terrace, Suite 100 Lenexa, KS 66214
Quote Number	00020875

MPH Industries, Inc.
316 East 9th Street
Owensboro KY 42303

Created Date	4/2/2026
Expiration Date	7/2/2026

Prepared By	Judy Beiriger
Phone	(913) 428-3276
Email	jbeiriger@kustomsignals.com

Quote To:

Name	Sheriff Erik Bailey	Ship To Name	DAGGETT CO SHERIFF'S OFFICE
Bill To Name	DAGGETT CO SHERIFF'S OFFICE	Ship To	590 S SHERIFF'S WAY MANILA, UT 84046-0219 USA
Bill To	PO BOX 219 MANILA, UT 84046-0219 USA		

Product Code	Quantity	Product Description	Sales Price	Total Price
3003	2.00	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork	USD 2,839.96	USD 5,679.92

Totals

Subtotal	USD 5,679.92
Shipping and Handling	USD 0.00
Total Amount	USD 5,679.92

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Credit card purchases are assessed a 3% service charge

Utah State NASPO Contract PA4768
Valid through 8/31/2027
Includes Shipping and Handling

Eagle 3 options to consider; not included in total:
Eagle 3 traffic safety radar online operator training $10.00
Eagle 3 remote control magnetic mount $18.00
Eagle 3 wireless remote tether kit $50.00

Quote Acceptance

Signature _____

Name ERIK L. BAILEY

Title SHERIFF

Date 6/4/26

Email Invoice To ebailey@DAGGETTCOUNTY.ORG.

KUSTOM SIGNALS INC®

MPH INDUSTRIES

Address 10901 W. 84th Terrace, Suite 100
Lenexa, KS 66214

Quote Number 00020875

MPH Industries, Inc.
316 East 9th Street
Owensboro KY 42303

Created Date 4/2/2026

Expiration Date 7/2/2026

Prepared By Judy Beiriger

Phone (913) 428-3276

Email jbeiriger@kustomsignals.com

Eagle 3 insulated heat shield kit $39.00
Eagle 3 hard carrying case $105.00

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Email Invoice To _____

KUSTOM SIGNALS INC®

MPH INDUSTRIES

Address	10901 W. 84th Terrace, Suite 100 Lenexa, KS 66214
Quote Number	00020875

MPH Industries, Inc.
316 East 9th Street
Owensboro KY 42303

Created Date	4/2/2026
Expiration Date	7/2/2026

Prepared By	Judy Beiriger
Phone	(913) 428-3276
Email	jbeiriger@kustomsignals.com

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyermay terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES OR ANY LOST PROFITS OR

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Email Invoice To _____

KUSTOM SIGNALS INC®

MPH INDUSTRIES

Address	10901 W. 84th Terrace, Suite 100 Lenexa, KS 66214
Quote Number	00020875

MPH Industries, Inc.
316 East 9th Street
Owensboro KY 42303

Created Date	4/2/2026
Expiration Date	7/2/2026

Prepared By	Judy Beiriger
Phone	(913) 428-3276
Email	jbeiriger@kustomsignals.com

LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Email Invoice To _____

Eagle 3

Revolutionary New RADAR

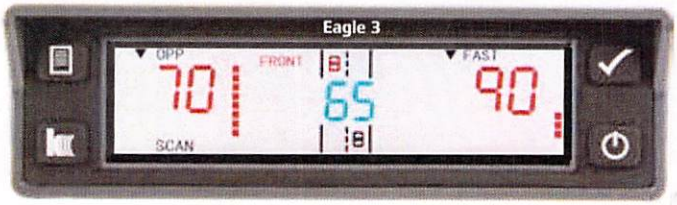
JT # PA4768

KUSTOM SIGNALS, INC.®

The Eagle 3 directional RADAR offers front and rear scan mode in the smallest moving Doppler RADAR on the market. Now you have a better choice!

Advanced Target Tracking

- Front and Rear Scan Mode switches to display the antenna with the fastest target (patented)
- DuraTrak™ tracking bars improve target confidence (patented)
- QuikTrak™ one button target tracking with lock (patented)
- ProLock™ one button relock of an accelerating target
- Dual antenna lock supports target tracking from one antenna to the other

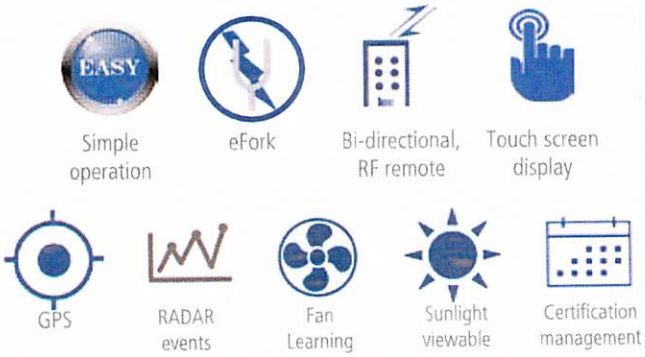


Front Moving Opposite Displayed, Scanning Rear Same Direction

Ultimate Performance

- Faster processing provides greater targeting range and improved target acquisition
- Track Moving Opposite and Same Direction targets at greater distance
- eFork™ electronic tuning fork in remote control replaces traditional tuning forks
- Advanced fork test with mandatory option simplifies testing procedures (patented)
- HVAC fan noise and interference learning
- TruTrak™ with patent pending Wireless Speed Sensing (WSS) eliminates VSS and controversial OBD II use
- Improved performance in poor weather (WSS)
- Radar event log stores locked target data, fork tests and GPS marked location to internal memory
- Certification management with optional lock out (patent pending)

Eagle 3 with Directional Ka-Band antennas



Color Touch Screen Display

- Display color and position changes with front/rear target tracking
- Selectable color display with one, two, three and five color options
- Display automatically changes to night settings with ambient light sensor
- Complete control with touch screen & menus if remote damaged or misplaced

Advanced target tracking

Front and rear scan mode

eFork™ electronic tuning fork

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

www.KustomSignals.com

Tel. **800-458-7866**
913.492.1703

Eagle 3

Revolutionary New RADAR

KUSTOM SIGNALS, INC

Standard Configuration

- Color touchscreen display
- Front and rear scan mode (dual antenna units)
- Wireless remote with eFork electronic fork
- Traditional tuning forks
- Choice of antenna and display mounts
- Choice of antenna cable lengths
- Wireless speed sensing (WSS)
- Removable 12 VDC power cable
- Fan noise and interference learning
- Certification managementwith optional lockout
- Advanced tuning fork test with optional mandatory
- Electronic operator's manual
- Laminated quick start guide
- RADAR events log with 65,000+ events
- NHTSA Conforming Product List

Options

- In-car video interface
- Serial printer
- Hard carry case
- Online operator certification training
- Magnetic mount for remote
- Remote cable with quick release

Specifications

Type:	Two-piece, Directional Moving / Stationary Doppler radar system.
Frequency:	Ka-Band 35.5 GHz ±100 MHz
Accuracy:	Stationary ±1 mph (±1km/h) Moving +1/-2 mph (+1/-2 km/h)
Size:	1.5"H x 5.2"W x 2.3"D (3.8cm x 13.2cm x 5.8cm)
Weight:	0.6lb (0.3kg)

Color Display Selections

Front targets

Rear targets

One Color Display

Front targets

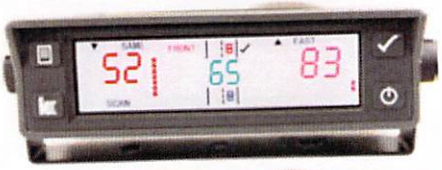
Rear targets

Two Color Display
(ideal for night time use)

Front targets

Rear targets

Three Color Display



Front targets

Rear targets

Five Color Display

Certified remote with electronic fork

Configuration and specifications subject to change

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

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913.492.1703

www.KustomSignals.com