

Cooperative Agreement

BETWEEN
GRAND COUNTY WEED DEPARTMENT
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into this document on July 1, 2022, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and the Grand County Weed Department (GCWD) for completion of parts of the *Colorado River Restoration 6.0 (WRI# 5903)* proposed through the Utah Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2022 through June 30, 2023, or Fiscal Year 2023 (FY 2023).

The Parties agree as follows:

1. UDWR will:
 - a. Provide up to \$28,750 for the completion of parts of the *Colorado River Watershed Restoration 6.0 (WRI# 5903)*.

2. GCWD will:
 - a. Support invasive weed project work along the Colorado River and map and treat invasive weeds as outlined in *Colorado River Watershed Restoration 6.0 (#5903)*. Project activities will be completed by June 30, 2023, and include the following:
 - i. *Collaborate on site specific project scoping and planning with Federal, State and local agencies, and Rim to Rim Restoration as needed and requested*
 - ii. *Treat invasive weeds along Colorado River and provide herbicide guidelines and assistance when needed.*
 - iii. *Coordinate and provide oversight of conservation corps invasive weed treatment projects,*
 - iv. *Map herbaceous weeds in Colorado River corridor and major side drainages.*
 - v. *Facilitate herbaceous and woody weed control with all agencies*
 - vi. *Other tasks and duties to further the Colorado River 6.0 Project as they arise*

 - b. Work with Rim to Rim Restoration to submit completion report data relevant to GCWD work by July 31, 2023.

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

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

Grand County Weed Department

Date

Division of Wildlife Resources/Director

Date

Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

- 1. GRANTEE DESIGNATED PROJECT MANAGER:** Grantee shall assume all responsibility for planning, overseeing, implementing, and managing the Project, including all training and supervision of non-UDWR personnel. Grantee shall act in an independent capacity and not as an officer or employee or agent of UDWR or the State of Utah. UDWR shall be given recognition as a funding sponsor when deemed appropriate.
- 2. INVOICING:** All work completed under this grant shall be completed on a cost reimbursable basis. Grantee will submit invoices within thirty (30) days of providing services or incurring costs. All invoices must be received no later than June 30 annually. The grant number shall be listed on all invoices, freight tickets, and correspondence relating to this grant. UDWR is not responsible for providing payment on invoices submitted until UDWR verifies that the requested payment qualifies as an eligible expense and that work was completed in a satisfactory manner. If any start-up payment is to be provided to Grantee prior to project work being initiated, the payment amount and work description shall be identified in the project proposal, and Grantee shall submit verification that the start-up work is satisfactorily completed prior to having any additional payment invoices processed by UDWR.
- 3. LAWS AND REGULATIONS:** Grantee is responsible for ensuring compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
- 4. CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
- 5. RECORDS ADMINISTRATION:** Grantee shall maintain all records necessary to properly account for Grantee's performance and the payments it receives from UDWR pursuant to this grant. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
- 6. TERMINATION:** This grant may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to Grantee. Grantee will be given ten (10) days after written notification to correct and cease the violations, after which this grant may be terminated for cause immediately. This grant may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and Grantee may terminate this grant, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the grant, Grantee shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall

UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.

7. **GOVERNING LAW AND VENUE:** This grant shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this grant 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.
8. **DEBARMENT:** Grantee certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Grantee must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the grant term.
9. **INSURANCE:** Grantee shall at all times during the term of this grant, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to UDWR within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation.
10. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the UDWR and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance under this grant caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the UDWR. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

ATTACHMENT B – PROJECT PROPOSAL