

Specialized Services Agreement

USU	Sponsor
Name: Utah State University Address: Sponsored Programs Office 1415 Old Main Hill, Room 64 Logan, UT 84322-1415 Attn: Jen Smith Email: Jen.smith@usu.edu Phone: (435) 797-1272 Fax: (435) 797-3543	Name: Grand County, Utah Address: 125 East Center Street Moab, Utah 84532 Contact Person: Elizabeth Weimholt Email: eweimholt@grandcountyutah.net Phone: 435-259-1369 Fax:
Make checks payable to: LB 410027 Utah State University PO Box 35146 Seattle, WA 98124-5146 (Include USU Invoice No. on Remittance)	Send Invoice To: (If different from above) Name: Address:
Specialized Services Scope of Work: See attached Exhibit A	Period of Performance: 09/01/22 through 7/1/2023
<p>THIS SERVICE AGREEMENT, (the "Agreement"), is entered into between Utah State University, a State-owned Educational Institution, ("USU") and Grand County ("SPONSOR"). USU and SPONSOR each may be referred to herein as a "Party" or collectively as the "Parties".</p> <p>WHEREAS, the Services (defined in paragraph 1 below) contemplated by this Agreement are of mutual interest and benefit to USU and the SPONSOR, will further USU's instructional and research objectives in a manner consistent with its status as a non-profit, tax exempt, educational institution, and may produce benefits for both USU and SPONSOR through inventions, improvements, and/or discoveries;</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:</p> <p>1) Services: "Services" shall refer to the performance of the Scope of Work attached as Exhibit A. The scope of work is incorporated fully herein as part of this Agreement. If the Services require the use by USU of a SPONSOR-owned material, the material shall remain the sole property of SPONSOR. USU agrees not to use the material in research or services that are not covered by this Agreement.</p> <p>2) Term: The term of this Agreement is from 09/01/22 through 07/01/2023 ("Term"), unless sooner terminated or extended in accordance with the terms of this Agreement.</p> <p>3) Cost Limitation and Payment: SPONSOR agrees to pay USU a fixed price amount of \$18,000 for the Services. SPONSOR agrees to pay 75% of the total fixed price amount (\$13,500) upon execution of this Agreement and the final 25% of the total fixed price amount (\$4,500) upon Inspection of the area treated. USU will render invoice(s) as needed during the Term. SPONSOR agrees to pay the invoice within 30 days of the invoice date. If the invoice is not paid within 30 days of the due date, it will be considered delinquent and subject to a one and one-half percent (1.5%) per month fee for each month or fraction thereof, until payment is received. USU reserves the right to discontinue the Services if SPONSOR fails to pay any USU invoice within the time specified.</p> <p>4) Publication and Publicity: USU may issue publications based on or relating to the Services and use the any research results associated with the Services in its research and educational programs. Without prior written consent from USU, SPONSOR shall not identify USU in any promotional statement or use any trademark, service mark, trade name, or symbol of USU.</p> <p>5) Intellectual Property: The Parties have no right, title, or interest in the intellectual property owned or licensed by the other Party, unless agreed upon by the Parties in writing.</p> <p>6) Indemnity: SPONSOR shall indemnify, hold harmless and save from liability USU and its officers and employees, and the Board of Regents of the Utah System of Higher Education and its officers and employees from and against any and all claims, demands, and actions arising out of or relating to the Services.</p> <p>7) Warranty Disclaimer: USU disclaims any and all express or implied warranties with respect to the Services and/or any associated results/deliverables/intellectual property, including, but not limited to: their condition, their conformity to any representation or description, the existence of any latent or patent defects therein, their merchantability or fitness for a particular use or purpose, or their being free from infringement of any third-party rights. All Services and associated results/deliverables are delivered to SPONSOR "as is."</p> <p>8) Limitation of Liability: USU shall bear no liability for any claim, action, damage, or injury arising out of or related to the Services or to SPONSOR's use of any of the results/deliverables/intellectual property developed in the performance of the Services. The cumulative liability of USU to SPONSOR for any claims, demands or actions arising out of or relating to this Agreement shall not exceed the total amount paid to USU during the twelve (12) months immediately preceding any such claim, demand, or action. USU shall not be liable for</p>	

any business expense, machine down time, or loss of profits; any incidental, specific, special, exemplary, or consequential damages; or any claims or demands brought against SPONSOR or SPONSOR's customers. The above liability limitations shall survive termination of this Agreement.

9) Termination: Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Upon termination, SPONSOR shall within thirty (30) days of termination pay to USU any non-cancellable costs which have accrued or been obligated up to the actual date of termination. Upon termination, USU shall immediately return to SPONSOR any specialized tools or unused materials provided by SPONSOR.

10) Notice: Any notice or other communication given to either Party shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed above.

11) Miscellaneous:

- 11.1. *Choice of Law and Venue:* The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.
- 11.2. *Compliance with the Law:* The Parties will adhere to and comply with all applicable federal, state and local laws, regulations and ordinances.
- 11.3. *Relationship of Parties:* In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- 11.4. *Government Records and Management Act.* SPONSOR acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that SPONSOR believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
- 11.5. *Governmental Immunity.* SPONSOR further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of SPONSOR or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
- 11.6. *Insurance.* USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.
- 11.7. *Amendment and Supplement.* Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 11.8. *Merger.* This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 11.9. *Severability.* The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the dates below.

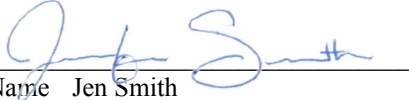
Authorized Official of USU	Authorized Official of SPONSOR
 Name: Jen Smith	 Name: _____
8/17/2022 Date	 Date
Title: Grant and Contract Officer	Title: _____

EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK

The Utah Conservation Corps will partner with Grand County to complete four weeks of natural resource conservation work during the period of performance.

PROHIBITED MEMBER ACTIVITIES

The Corporation acknowledges that religious and political activities play a positive role in healthy communities, that religion and politics are defining characteristics of many community organizations (faith-based and secular), and that religious and political belief and action are central to many AmeriCorps members lives.

However, it is important that AmeriCorps programs and their members do not appear to be taking sides religiously or politically. Consequently, a number of limitations on the activities that AmeriCorps programs can support and in which members can engage while earning service hours, or when otherwise, representing AmeriCorps must be imposed. AmeriCorps members are free to pursue these activities on their own initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. The AmeriCorps logo should not be worn by members when participating in prohibited activities. While charging time to the AmeriCorps program, members accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities, and the grantee may not use grant funds to support the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory 10 religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph 7 above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

10. Providing abortion services or referrals for receipt of such services; and

11. Such other activities as CNCS may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

Non-Duplication, Non-Displacement, Supplantation, and Non-Discrimination

Sponsor will also comply with the following AmeriCorps provisions in 45 CFR §§ 2540.100(e)-(f) regarding Non-Duplication and Non-Displacement:

(e) Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) Nondisplacement. (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

(i) Will supplant the hiring of employed workers; or

(ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

(i) Presently employed worker;

(ii) Employee who recently resigned or was discharged;

(iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

(iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

(v) Employee who is on strike or who is being locked out.

Sponsor will comply with the following AmeriCorps provisions regarding supplantation. Grant funds may not be used to replace State or Local public funds that had been used to support programs or projects of the type eligible to receive Corporation grant funds.

Sponsor will comply with all state and federal non-discrimination laws. The Sponsor may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing.

Sponsor will comply with AmeriCorps and Utah Conservation Corps fundraising provision in that no more than 10% of an AmeriCorps member's term of service shall be devoted to fundraising and that fundraising shall be specific to activities that are specific to the member's term of service.

Book Cliffs Herbaceous Weed Treatment

Summer / Autumn 2022

Treatment type: Mechanical

Species: Black Henbane *Hyoscyamus niger*, Houndstongue *Cynoglossum officinale*

Location: Book Cliffs area - Seep Ridge Road, Wire Fence Canyon, South Canyon, Horse Canyon, and any livestock ponds found. Maps will be provided, as well as direction and assistance from Grand County Weed Department personnel.

The Book Cliffs is a large swath of wild multi-agency land in the northern part of Grand County, and hosts a variety of noxious weeds that degrade natural ecosystems and threaten wildlife. This area is remote and often requires a large amount of hiking to access the noxious weed populations that are most commonly spread by livestock and other herbivorous mammals. The goal of this project is to reduce the spread of noxious weeds by targeting plants in main access and high use areas, such as livestock ponds and along trails and roadsides.

Species

The two target species for this project are Black Henbane (*Hyoscyamus niger*), and Houndstongue (*Cynoglossum officinale*), which both pose a health risk to wildlife and livestock. These plants can also cause dermatitis in humans, and are toxic if ingested. **Handle with caution.**



Treatment

Mechanical treatment for these plants will consist of digging, clipping seed heads, and placing plants into plastic contractor bags (provided by Grand County). This will require walking and hiking along roads and trails with hand tools, at an average of 5 miles per day. The terrain can be difficult, and a high amount of sun exposure is likely. At each treatment area, GPS locations will need to be recorded, as well as the types of plants found and the amount of plants removed.

Recommended PPE

- Long sleeve shirts
- Full length pants
- Gloves (leather or other strong material)
- Full-coverage boots that are comfortable to walk in
- Sun protection
- Hand-washing equipment to lower the likelihood of skin reactions

Recommended Tools

- A device to record GPS location and amount of plants / areas treated
- Pick-Mattock / Pulaski / Cut- mattock (does not need to be sharp)
- Shovels
- Loppers
- Small clippers / pruners



There is cell phone service at most of the higher elevation points, and along most of the main roads. There are several large camps near each of the target areas. Potable water may or may not be available, so bringing a week's worth of water is recommended. Groover or toilet system will be necessary.