

RESOLUTION NO. R-17-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH Z D CATTLE COMPANY, INC. FOR GOAT GRAZING SERVICES IN OPEN SPACE AREAS FOR VEGETATION MANAGEMENT

PREAMBLE

WHEREAS, Eagle Mountain City recognizes the need for effective and environmentally friendly vegetation management in open space areas to reduce fire risk, maintain ecological balance, and manage overgrown brush;

WHEREAS, the City has identified goat grazing as a sustainable and efficient method for vegetation control in open brush areas;

WHEREAS, Z D Cattle Company, Inc. has the expertise and resources to provide managed goat grazing services for vegetation management within designated areas of the City;

WHEREAS, the City and Z D Cattle Company, Inc. have negotiated a contract outlining the scope of work, responsibilities, and terms for implementing the goat grazing project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH, AS FOLLOWS:

1. **Approval of Contract:** The City Council hereby approves the contract between Eagle Mountain City and Z D Cattle Company, Inc. for goat grazing services in designated open space areas for vegetation management, more specifically outlined in Exhibit A, attached hereto and incorporated by this reference.
2. **Authorization:** The Mayor, City Manager, or other authorized representative is hereby authorized to execute the contract as outlined in Exhibit A, and take any necessary actions to implement the agreement.
3. **Effective Date:** This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18TH day of February, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 18TH day of February, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS & SERVICES

This contract and all attachments are public record.

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following

Contractor:

Z D Cattle Company, Inc

LEGAL STATUS OF CONTRACTOR

Name

☐ Sole Proprietor

610 E 100 N

☐ Non-profit Corporation

Address

☒ For-profit Corporation

Cedar Fort Utah 84013

☐ Partnership

City, State ZIP

☐ Government Agency

Contact Name: Whittney Wiberg

Phone Number: 801-857-3659

Email: Dansie.whittney@gmail.com

Vendor Number: 6022895

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

EMC Goat Grazing Project 2025 - for open space vegetation management

3. **CONTRACT PERIOD:**

Effective Date: 03-01-2025

Project Completion Deadline: 11-30-2027

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 11-30-2027

Renewal Options (if applicable): Renewable for two years up to 11-30-2029

Eagle Mountain City Project Manager Signature:



Digitally signed by ToddBlack
Date: 2025.02.03 06:59:35 -07'00'

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \$5,000.00 per year GL Account No: 10-41-45200-5002

b. Is this project a budgeted project: ☐ Yes ☒ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval:

Eagle Mountain City Purchasing Agent Signature: Melissa Yates

Digitally signed by Melissa Yates
Date: 2025.02.03 11:58:32 -07'00'

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

Dated this 18th day of February, 2025.

EAGLE MOUNTAIN CITY

Tom Westmoreland
Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

Gina L. Olsen
Gina L. Olsen, CMC
City Recorder

Marcus Draper
Marcus Draper
City Attorney

Dated this 11 day of March, 2025.

CONTRACTOR

Whittney Dansie Wiberg
Signature

Print Name: Whittney Dansie Wiberg

Title: Manager

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

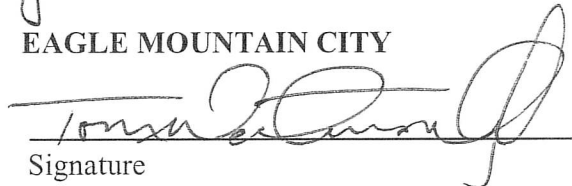
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

Dated this 18th day of February, 2025.

EAGLE MOUNTAIN CITY

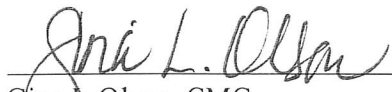

Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM


Gina L. Olsen, CMC
City Recorder


Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Consultant.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) “**Confidential Information**” means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) “**Contract**” means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) “**Consultant**” means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) “**Services**” means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) “**Proposal**” means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) “**Solicitation**” means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant 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. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant

herein shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
 - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
 - (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by 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, dated December 13, 2006, which prohibits unlawful harassment in the workplace.
- Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:**
Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant 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. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants 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. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against

Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

Eagle Mountain City Goat Grazing Experimental Project 2025

Introduction

Eagle Mountain City is currently struggling with what best vegetative management practices to implement on many of the city's open spaces including detention ponds, native areas, public utility row areas and many of the city's properties that are undevelopable and exist as sites suitable for recreation such as hiking and biking trails. One possible low cost, "green" and sustainable solution for land management and ecological health is grazing goats in these areas. Goat grazing presents a unique opportunity to utilize natural processes for vegetation control, landscape maintenance, carbon and nutrient recycling as well as community engagement. This proposal outlines the benefits, implementation strategy, and considerations for integrating a goat grazing program into Eagle Mountain City's open spaces. Goat grazing is an effective and sustainable method for weed management, below are some key points to consider:

Benefits of Goat Grazing

1. **Natural Weed Control:** Goats are browsers and will eat a wide variety of weeds, including tough ones that might resist other control methods.
2. **Soil Health:** Their grazing can improve soil structure and promote healthier ecosystems by aerating the soil and spreading manure.
3. **Cost-Effective:** Compared to chemical treatments or mechanical mowing, goats can be a more economical option over time.
4. **Reduced Chemical Use:** Utilizing goats helps minimize reliance on herbicides, promoting environmental sustainability.
5. **Targeted Grazing:** Goats can be managed to target specific areas, making it easier to control invasive species.
6. **Select the Right Breeds:** Certain breeds, like Boer goats or Nubians, are particularly good at browsing.
7. **Grazing Management:** Implement rotational grazing to prevent overgrazing and allow for recovery of vegetation.
8. **Monitor Health:** Regularly check goats for health and well-being, ensuring they're not overgrazing or consuming harmful plants.
9. **Create Fencing:** Secure fencing is essential to keep goats in designated areas and away from desired plants.
10. **Supplemental Feeding:** In times of drought or low forage, consider providing supplemental feed to keep goats healthy.
11. **Observe Impact:** Keep track of which weeds are being consumed and the overall effectiveness of the grazing strategy.

Study area

Multiple open space sites within the City of Eagle Mountain were selected by Todd Black and Larry Diamond and were reviewed by potential contractors. See figures 1-5. A total of five subunits and 21 sites were selected within these subunits, comprising nearly 60 acres in 3 categories: detention ponds (N=8, light blue in maps), native open space (N=10 yellow/orange in map), Utility/ROW (N=3, orange in map). Table one below shows more details and potential grazing plan including stocking rates, time on and time off.

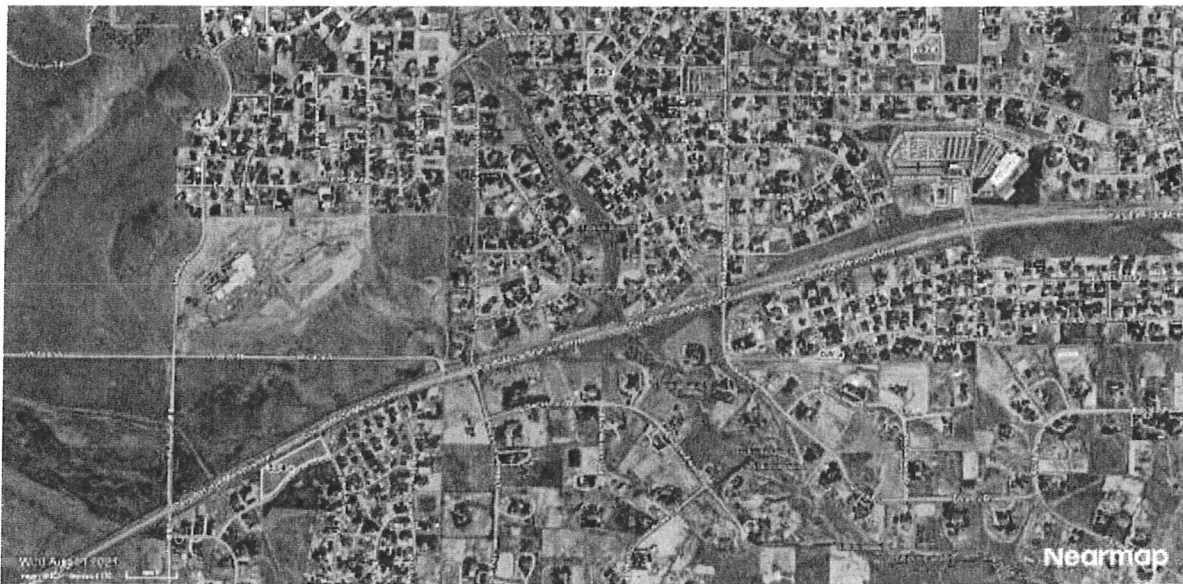


Figure 1. Arrival, Sage Park, and Meadow ranches grazing subunit.



Figure 2. The Ranches and utility ROW subunit.



Figure 3. Tickville, Silverlake subunit.



Figure 4. City Center subunit.



Figure 5. Public works subunit.

Table 1. Goat grazing sites/areas, number of acres per site, stocking rate and approximate dates on and dates off per site for the 2025 grazing trails.

Site#	Area	acres	stocking rate	~date on	~date off
1	North sewer ponds	14	60+	3/15/2025	TBD
2	Eagle Point ROW	2.55	60+	4/1/2025	4/7/2025
3	Wood Haven-Tickville	4.32	60+	4/8/2025	4/31/25
4	Sr. Center East	0.52	60+	5/1/2025	5/3/2025
5	Sage Valley Retention pond	2.56	60+	5/4/2025	5/11/2025
6	Tickville-Porters Xing	1.78	60+	5/12/2025	5/18/2025
7	ROW-Pond @Parkway Xroads	2.85	60+	5/19/2025	5/31/2025
8	Park @Lakeview estates	0.61	60+	6/1/2025	6/4/2025
9	Sage Valley-SR73	3.04	60+	6/5/2025	6/20/2025
10	Bike park north	1.94	60+	6/21/2025	6/31/25
11	Circle 5 hill east	1.08	60+	7/1/2025	7/7/2025
12	Frizbee Disk Park west	1.37	60+	7/8/2025	7/21/2025
13	Sweet water DP	4.09	60+	7/22/2025	8/15/2025
14	Sage Park 3 DP	0.5	60+	8/16/2025	8/21/2025
15	Valley View DP	1.64	60+	8/22/2025	9/5/2025
16	Arrival (one or both of them)	2	60+	9/6/2025	9/20/2025
17	Dougway DP	1.62	60+	TBD	TBD
18	Tickville east porters	0.35	60+	ALT	
19	Tickville-Pony express culvert	0.31	60+	ALT	
20	Oakhollow Tickville	0.59	60+	ALT	
21	RIB ponds	10.6	60+	9/21/2025	TBD

Methods

1-Site assessment and pre-treatment monitoring

- a) **Ecological Survey:** Open space manager and technician to conduct pre-treatment monitoring to include photo points. 20 Daubenmire points will be placed at random within the treatment site to determine species diversity and abundance, and evaluate plant species, invasive species presence, and overall ecosystem/site health.
- b) **Land Use Analysis:** Identify the purpose of the open space, how the area is used by the public, and determine the potential benefits/impacts of grazing.

2-Grazing plan

- c) **Grazing Rotation:** Sites may be grazed more than one time during the grazing season (March—September). A rotational grazing system will be utilized to allow vegetation recovery. The areas to be grazed are divided into 5 subunits (see figures 1-5).
- d) **Grazing Intensity:** Appropriate stocking rates (intensity) will be determined in year one. 50-75 adult goats will be utilized to achieve the desired outcomes in the shortest amount of time. Time and duration will be influenced by vegetation type and density.

3. Infrastructure Setup

- e) **Fencing:** Four feet tall webbed electrical fencing will be used as the primary tool to keep goats in grazing sites. This will be temporary fencing and will be moved throughout the grazing season to protect sensitive areas, keep the public out, and manage goat movements. Grazed areas will be appropriately signed. See figures 6 and 7.
- f) **Water Access:** To ensure goats have access to fresh water and shade, especially in hot climates, a portable water tank will be placed at each site.

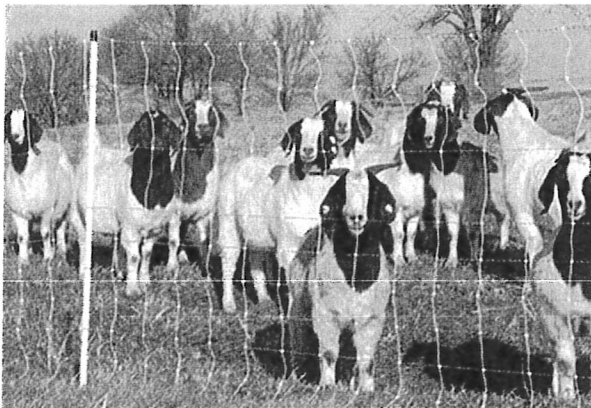


Figure 6 (above) shows example if wire mesh electrical netting used with goats. Figure 7 the (right) shows signage that will be posted around grazed site.



4. Community Engagement

- g) **Public Education:** Inform the community about the benefits of goat grazing and how it fits into local environmental management through official press release, Living with Wildlife, and City newsletter article.
- h) **Volunteer Programs:** Involve community members in monitoring and data collection.

5. Post-Grazing Evaluation

- i) **Ecosystem Impact Assessment:** Evaluate the ecological outcomes, including changes in plant diversity and health and invasive weed reduction.
- j) **Feedback Loops:** Use data collected to refine and improve grazing methodologies for future years.
- k) **Herbicide use.** Selected herbicides may need to be used to chemically treat certain species that the goats didn't graze or didn't graze at desired levels.

6. Partnerships

- l) **Collaborate with Local Organizations:** Work with environmental and conservation groups, Utah Department of Agriculture and Food, and USU extensions for expertise and resources and possible research.

By implementing these methodologies, municipalities can effectively utilize goats for open space management while promoting sustainability and community involvement.

Management Applications

Goat grazing can be a valuable tool for integrated weed management. By using goats thoughtfully, you can reduce weed populations while supporting biodiversity and improving soil health. Consideration should be given to the following:

1. **Seasonal Availability:** Goats may be less effective during certain seasons when preferred forage is abundant.
2. **Nutritional Needs:** Ensure that goats receive a balanced diet, especially if their primary food source is weeds.
3. **Invasive Species:** Some weeds may not be palatable to goats, necessitating additional management strategies.

Deliverables

Both parties Will:

1. Both parties will do a walk through and visual inspection of the sites/pastures to be grazed prior to introducing goats to the site. Inspections will check for and identify any hazards (trash, debris, undesirable or toxic plants) to ensure threats will be identified and mitigated prior to grazing. Eagle mountain city is not liable for health conditions or mortalities of any goats while working on this project.

Contractor Will:

1. Supply appropriate number of goats at grazing sites to accomplish the desired results in the shortest amount of time.
2. Work with EMC on a grazing plan prior to implementation; to include approximate dates on and dates off as well as stocking rates.
3. Ensure goat water needs are met Friday—Sunday.
4. Work with EMC BUT oversee moving logistics and fence set up and take down at grazing sites.
5. Provide any water tanks and shelter devices at grazing sites.
6. Oversee setting up fences, water needs, wellness checks and taking down fences.

Eagle Mountain City Will:

1. Collect pre and post grazing vegetation measurements and photos at selected grazing sites.
2. Assist under the direction of the contractor with grazing area fence set up, water needs and wellness checks on goats, moving logistics, and taking down fencing.
3. Ensure goat water needs are met Monday—Thursdays and ensure water supply tank is full weekly.
4. Provide project management and give guidance on grazing duration.
5. Provide outreach education needs with the public.
6. Provide water supply tanks at grazing sites.
7. Provide and place signage at grazing sites.

Conclusions

Goat grazing can be an effective and sustainable land management strategy when implemented thoughtfully and adaptable to local conditions and management needs. While there are clear benefits, such as natural weed control and soil enrichment, careful management is crucial to avoid overgrazing and ecosystem imbalance. With proper monitoring and maintenance, goats can be an asset in agricultural, urban/municipal settings, and environmental contexts.

ATTACHMENT C:

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeremiah Johnson 8133 S Redwood Rd, West Jordan, UT 84088 801-282-2900	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED ZD Cattle Company 610 E 100 N, Cedar Fort, UT 84013	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		7173267	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7173267	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000			7173267	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Eagle Mountain
1650 Stagecoach Run, Eagle Mountain, UT 84005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeremiah Johnson

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