



## Forestry Fire and State Lands – Jordan River Vegetation Management Grant \$250,000

### Executive Summary

Parks & Recreation received a 2019 \$250,000 grant from the Utah State Division of Forestry Fire and State Lands for vegetation management on along the east side of the Jordan River from 3900 South to the confluence of Big Cottonwood Creek. This is a re-imbursable grant. If work is not completed by June 30, 2020, the State will extend the grant expiration date.

Attached is the agreement between Salt Lake County and Forestry Fire and State Lands approved as to form by the District Attorney's Office.

We now ask your review and approval.

Thank you,

A handwritten signature in black ink, appearing to read 'WG'.

Walt Gilmore  
Associate Division Director, Park Planning  
Parks and Recreation

JENNIFER WILSON  
Salt Lake County  
Mayor

Holly Yocom  
Community Services  
Department Director

PARKS & RECREATION  
DIVISION

Martin Jensen  
Division Director

Salt Lake County  
Government Center  
2001 South State Street  
Suite S4 700  
Salt Lake City UT 84114

385 / 468-1800  
385 / 468-1799 fax

**SALT LAKE COUNTY, UTAH**

RESOLUTION NO. \_\_\_\_\_, 2020

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE STATE OF UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS AND SALT LAKE COUNTY FOR THE AWARD OF \$250,000.00 IN FUNDING FOR A VARIETY OF PROJECTS ALONG THE JORDAN RIVER CORRIDOR.**

**RECITALS**

A. Salt Lake County (the “County”) and the State of Utah Division of Forestry, Fire and State Lands (“Division”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

B. The County and Division now desire to enter into an agreement for the Division to transfer \$250,000.00 to the County for the County to complete various projects along the Jordan River Parkway.

C. The County Council believes that the arrangement under the Agreement will contribute to the prosperity, welfare, peace and comfort of residents within Salt Lake County.

**RESOLUTION**

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County that the Agreement attached hereto as Exhibit A, detailing the Division’s transfer of \$250,000.00 to the County for the County to complete the described projects along the Jordan River Parkway, is approved, in substantially the form attached hereto, and that the Salt Lake County Mayor or her designee is authorized to execute the same.

**APPROVED AND ADOPTED** in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Max Burdick, Chair


ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

David A.  
Johnson  
2020.03.04   
'00'07- 14:36:08

# EXHIBIT A

**COOPERATIVE AGREEMENT  
BETWEEN  
STATE OF UTAH, DIVISION OF FORESTRY, FIRE AND STATE LANDS  
AND  
SALT LAKE COUNTY PARKS & RECREATION**

EFFECTIVE DATE: 1/31/2020

**CONTACT INFORMATION:**

Walt Gilmore  
Salt Lake County Parks & Recreation  
2001 South State Street, Suite S4700  
Salt Lake City, UT 84114  
385.468.1800

**I INTRODUCTION**

The Utah Division of Forestry, Fire and State Lands (FFSL) has received funds to be administered for a variety of projects along the Jordan River corridor. The proposed use of the funds were brought before a grant selection committee and approved. FFSL has awarded a total of \$250,000 to Salt Lake County Parks & Recreation (Salt Lake County) for the implementation of a Jordan River invasive species project.

**II PURPOSE**

This Cooperative Agreement between FFSL and Salt Lake County outlines the scope of work, project timeline, responsibilities, and resources to be exchanged between Salt Lake County and FFSL for this project along the Jordan River.

**Attachments:**

A: State Of Utah Standard Terms and Conditions for Services

B: Scope of Work

**III RESPONSIBILITIES AND PROCEDURES**

**A. FFSL will:**

1. Fund up to \$250,000.00 in project funding, as outlined in the attached scope of work, to Salt Lake County. Funding will be provided to Salt Lake County as a reimbursement when project work is completed, paid for, and verified. Reimbursement will not take place until invoices are provided to FFSL.
2. Not be held responsible for damage or liability caused by any actions under this

project within or outside the approved project area.

**B. Salt Lake County will:**

1. Complete the project as identified in the attached scope of work by June 30, 2020.
2. Advise FFSL of any proposed changes, and the effects of this change, to the scope of work. Changes must be agreed upon by FFSL before any of the proposed changes take place.
3. Submit detailed invoices showing actual hours worked, rates, materials, etc. and be able to supply documentation of time spent or expenditures made using the funds of this agreement if requested.
4. Allow State agency staff, and State auditors access to all records pertaining to this agreement for audit and inspection of this project. Salt Lake County will maintain all records necessary to properly account for the expenses made for the costs authorized by this agreement. These records will be maintained for at least four years after the agreement terminates, or until after all audits initiated within the four years have been completed, whichever is later.

**VI TERMS OF AGREEMENT**

This Agreement shall become effective on the date of the final signature by the Parties and shall remain in effect until June 30, 2020, at the end of which time it will expire unless canceled or extended. This agreement may be revised as necessary by mutual consent of the Parties through the issuance of a written amendment, signed and dated by Parties. Either Party, providing it gives 30 days written advance notice, may terminate this Agreement.

By: See Attached  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Brian L. Cottam  
Title: FFSL Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Stacy Carroll  
Title: FFSL Finance Manager

\_\_\_\_\_  
Date

Approved as to form:

By: \_\_\_\_\_  
Name: Fredric J. Donaldson  
Title: Assistant Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Finance

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, Salt Lake County has executed this Agreement on the day and year indicated below the Mayor's or Designee's signature.

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Date: \_\_\_\_\_

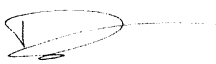
REVIEWED BY:

By:  \_\_\_\_\_  
Division Director

REVIEWED BY:

By: \_\_\_\_\_  
Department Director

APPROVED AS TO FORM:

David A.  
Johnson  
2020.03.04   
14:36:20  
'00'07-



## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

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. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
  - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
  - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
  - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
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 Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **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 the State Entity to Contractor under this Contract. These records shall be retained by Contractor 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. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to 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, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
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.
11. **DEBARMENT:** Contractor 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. Contractor must notify the State Entity 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.
12. **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. The State Entity and the Contractor 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.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah 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 Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) 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 (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor 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). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees

that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery 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 the State Entity.  
  
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor 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 Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **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.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors 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. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor 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 the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity 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 Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors 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. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity 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.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION: INTENTIONALLY DELETED.**
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah 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 the State Entity or the State of Utah 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 Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes 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 Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES: INTENTIONALLY DELETED**
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, 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.
40. **DISPUTE RESOLUTION: INTENTIONALLY DELETED.**
41. **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) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **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.
44. **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.

(Revision date: 12 February 2015)

**Attachment B**

**Scope of Work**

## 1. Purpose and need for the project

Salt Lake County owns and manages 10.40 acres of river front land between 3900 South and the Little Cottonwood Creek confluence. With the recent grant award from the 2019 Leray Mcallister Critical Lands Conservation Fund and matching funds from Salt Lake County, Millcreek City will be purchasing an additional 1 acre of land adjacent to Salt Lake County's 10.40 acres.

To advance activation of the Jordan River Recreation Zone, Salt Lake County Parks and Recreation intends to master plan lands owned by the County, Cities and other agencies in 2020. The master plan process will incorporate community and stakeholder ideas to develop activation, connectivity, recreation and conservation.

### Activation

Activation requires new uses and users, opportunities to gather, and ways for unique users to relate along the river corridor.

### Connectivity

Access is key and successful edges are porous. Connect the parkway to the surrounding community. Cultivate community ties and a sense of stewardship. Consider multiple modes of access and circulation for people and wildlife.

### Recreation

Multi-use is the watchword when master planning in the recreation zone. We envision formal trails, passive use areas, active use infrastructure and year-round recreation opportunities.

### Conservation

Protect and enhance what's at the heart of the parkway, the natural corridor. Protect the variety of habitats, hydrologic cycle, river flow, wetlands, native species, wildlife, and the buffers necessary to protect the critical ecological functions and features. Balance the aesthetics, natural elements and safety in an ecologically sustainable way.

## 2. Location Map

The restoration of native plant diversity and wildlife habitat will effectually improve the three habitat communities: aquatic, riparian and upland that occur along the Jordan River. In turn, the spread of invasive species will be reduced and our long-term vegetation maintenance costs will naturally be reduced. Locating park land between urban development and the river acts as a buffer to help filter pollutants before flowing downstream.



**3. Project plans and details**

There are several undesirable invasive plant species existing between 3900 South and the confluence of Little Cottonwood Creek. This area has received minimal land management attention in past years because it is difficult to access.

In other stretches of the Jordan River where Salt Lake County has jurisdiction of the streambank and uplands, our Park Operations has successfully removed / controlled targeted invasive plant species. Following the methods and guidelines outlined in our Natural Area Revegetation Manual, we have used cultural, mechanical, biological and chemical approaches to control and eradicate invasive plant species. Within the last two years, we received grants to remove Russian Olive trees, Tamarisk and Phragmites on stream banks in South Salt Lake and West Valley City. Both projects have improved access to the area, provided safe human use of the area, promoted desirable plant species which has improved wildlife habitat.

Two years ago Salt Lake County began actively managing the Pioneer Crossing property located north of 3300 South on the Jordan River. Russian Olive trees and Tamarisk were mechanically removed. In subsequent years since the initial work, management has consisted of repeated chemical treatments and physical removal of invasive species. In 2020, the property will be developed as a passive park with native shrub and grass species, temporary irrigation will establish vegetation, trails will allow users to view and learn about stream bank restoration and riparian environments.

These same methods and management techniques will be employed as we develop a management strategy for the segment between 3900 South and the Little Cottonwood Creek confluence.

**4. Estimated project timeline with milestones for implementation**

June – September 2020

Mechanical removal of invasive tree and shrub species. Chemical treatment of stumps and vines.

September – November 2020

Temporary irrigation installation

New native shrub and tree

plantings Riparian seed mix

Streambank stabilization

February – May 2021

Plant condition

monitoring

May – November 2021

Mechanical removal of invasive tree and shrub species. Chemical treatment of stumps and vines  
Plant establishment and monitoring

February – September 2022

Plant establishment and  
monitoring February – September

2023

Plant establishment and monitoring

5. **Description of ongoing maintenance and how it is carried out and funded**

Salt Lake County Park Operations has a dedicated and trained staff responsible for trail maintenance which includes plant establishment and care. When needed, they will consult with our staff of landscape architects and two arborists to maintain the park land / buffer zone.

Adding this area from 3900 South to the Little Cottonwood Creek confluence will require the Parks Division to balance the budget to include an additional 11.50 acres of riverfront property. Park Operations is funded annually by the Salt Lake County Council to carry out these types of tasks. Salt Lake County owns or holds conservation easements on over 6,200 acres of natural lands. Our operational budget for managing open space for FY 2020 will be \$683,485 which will be approved this December.

6. **Our experience and qualifications in implementing projects of similar scope and magnitude**

As stated above, Salt Lake County Parks and Recreation maintains 6,200 acres of natural lands which includes 455 acres of land in the Jordan River corridor. We have developed wetlands at the Redwood Nature Preserve, improved streambank stability at several locations along the river, created buffer zones between the river and urban development, developed passive park

lands with trails adjacent to the river, and are currently working with the Tracy Aviary at 3300 South to develop a site for nature education. The County is currently working on the Jordan River Water Trail Master Plan which will be implemented in phases to provide put-in and take-out's for boating and kayaking from Utah County to Davis County. Parks and Recreation is working alongside County Flood Control and Forestry Fire and State Lands to mitigate hazardous features on the Jordan River. Vegetation and habitat enhancement is at the heart of all projects we undertake along the river corridor.



## 7. Participating partners, roles and responsibilities

This entire project falls within Millcreek City's jurisdictional city boundary. Millcreek was recently awarded a LeRay Mcallister funding grant to purchase 1 acre of riverfront property that is adjacent to 10.50 acres of land that Salt Lake County owes. The City and County will join forces to plan and implement development in this buffer zone and Passive Park. Please refer to the Millcreek City letter.

## 8. Cost estimate

<b>PROJECT TITLE: Jordan River Area Maintenance, Improvement &amp; Weed Management Grant – 3900 S to Little Cottonwood Creek Confluence</b>		
FY 2020 /2021		
DESCRIPTION	REQUESTED FFSL	MATCH / IN-KIND
Invasive Species Removal - Labor, Materials, Equipment	90,000	25,000
Native Species Establishment - Temp. Irg, Plants, Seed	125,000	35,000
Streambank Stabilization	23,500	10,000
Plant Establishment Monitoring - 2021	3,833	1,200
Plant Establishment Monitoring - 2022	3,833	1,200
Plant Establishment Monitoring - 2023	3,833	1,200
<b>Totals</b>	<b>249,999</b>	<b>73,600</b>
<b>Total Project Costs</b>	<b>323,599</b>	