

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: CA0000000000783
Sold To: Utah Division of State Parks & Recreation
Description: PAR-Interlocal- Non-Motorized Trail Matching Fund Program. State to fund \$100,000 toward the Cardiff Fork Boardwalk & Bridge Project. Project to start w/in 180 calendar days and be complete on or before 09/30/2022
Revenue Amount: \$0.00
Agency Name: Parks & Recreation
Start Date: 2020-10-09 End Date: 2022-09-30



October 5, 2020

Martin,

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

Please review and sign the attached contract with the State of Utah for a \$100,000 Recreational Trails Program grant we are receiving for work we are providing on the Cardiff Trail Bridge and Boardwalk.

This project is funded through the 2016 Parks & Rec bond as well as this \$100,000 Recreational Trails Program grant from the Utah State Parks.

Regards,

Kenneth
Richley

Ken Richley

Digitally signed by
Kenneth Richley
Date: 2020.10.05
07:28:19 -06'00'

Park Development Project Manager
Salt Lake County Parks & Recreation

State Contract #: 211735
Vendor #: VC0000 | 55856
Commodity #: 99999

**UTAH DIVISION OF PARKS AND RECREATION
NON-MOTORIZED TRAIL MATCHING FUND PROGRAM
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 15 day of November, 2020, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and SALT LAKE COUNTY PARKS AND RECREATION, qualifying under this agreement as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of non-motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Highway Administration's Recreational Trails Program (RTP) funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of non-motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION FOR:	Cardiff Fork Boardwalk & Bridge
TOTAL AMOUNT OF RTP FUNDING	<u>\$ 100,000.00</u>
TOTAL AMOUNT OF PARTICIPANT FUNDING	<u>\$ 375,000.00</u>
TOTAL TRAIL PROJECT EXPENDITURES	<u>\$ 475,000.00</u>

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **\$100,000.00** from funds made available from the Federal Highway Administration's Recreational Trails Program (RTP) upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference has been made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **September 30, 2022**.

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Clearances and Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public non-motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with the Federal Recreational Trail Program funds is converted to other use, another trail of comparable value, as mutually agreed by both parties, in the same general location, will be provided by the PARTICIPANT.

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

7. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

8. *Buy America* - The PARTICIPANT agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by the DIVISION or the product is subject to a general waiver.

The PARTICIPANT must submit to the DIVISION the appropriate Buy America certification (below) with all bids or offers on federally-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 10.23.20

Signature [Handwritten Signature]

Company Name SALT LAKE COUNTY

Title PARK DEVELOPMENT PROJECT MANAGER

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

B. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date 11.9.20

Signature [Handwritten Signature]

Company Name SALT LAKE COUNTY

Title PARK DEVELOPMENT PROJECT MANAGER

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

9. Any PARTICIPANT that is a nonprofit corporation must disclose whether it meets or exceeds the requirements listed in Subsection 51-2a-102 (6)(f) in the previous fiscal year of the nonprofit corporation; and 51-2a-102 (6)(f): (f) the governing board of any nonprofit corporation that receives:

- (i) at least 50% of its funds from federal, state, and local government entities through contracts; or
- (ii) an amount from the DIVISION that is equal to or exceeds the amount specified in Subsection 51-2a-201(1) that would require an audit to be made by a competent certified public accountant; and anticipates meeting or exceeding the requirements listed in Subsection 51-2a-102 (6)(f) in the fiscal year the grant is issued.

In addition the PARTICIPANT (nonprofit corporation) shall provide the following to the DIVISION as a supplement of this contract:

(a) bylaws that provide for:

- (i) the financial oversight of the state money; and
- (ii) compliance with state laws related to the state money;

(b) procedures for the governing board of the nonprofit entity to designate an administrator who manages the state money; and

(c) procedures for the governing board to dismiss the administrator

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

Further, the PARTICIPANT (nonprofit corporation) shall provide the DIVISION an itemized report at least annually detailing the expenditure of state money. The nonprofit may be required to return to the state entity any amount of money that is expended in violation of 63J-9-201 if the nonprofit fails to comply with the agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.

2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.

3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

SALT LAKE COUNTY ADDENDUM 1

1. The Participant and the Division sign this agreement with the following mutual understandings:
 - a. Participant does not own the land or the property where the project contemplated under this Agreement is located. Participant will use its best efforts to comply with the terms of this Agreement regarding maintenance and future use of the project. In the event the property owner changes the use of the property or otherwise prevents the Participant's compliance with the requirements of this Agreement, the Participant's failure to comply with this Agreement shall not be construed as a breach of this Agreement and shall be without penalty or cause of action, whatsoever, and no right of action for damage for damages or other relief under this Agreement shall accrue to the benefit of the Division.
 - b. The Parties agree Section 4 of the Agreement is hereby modified to read as follows: Both Parties are governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Agreement shall be deemed as a waiver by either or both Parties of any defenses or protections provided by the Act. The parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. This obligation is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act.

