

		State Contract # <u>240426</u> <small>Assigned by the Division of Finance or Purchasing</small>
<b>STATE OF UTAH CONTRACT COVER SHEET</b>		
This contract is entered into as a result of: <input type="checkbox"/> The procurement process on Bid /RFP # _____ <input type="checkbox"/> The procurement process on Requisition # _____ FY _____ <input type="checkbox"/> Pre-approved sole source (approval attached) _____ <input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation <input checked="" type="checkbox"/> Contract with other state agency or political subdivision <input type="checkbox"/> Under \$5,000 (total amount for contract period) <input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169 <input type="checkbox"/> Revenue agreement		

1. Agency Name UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY FIRE, & STATE LANDS

Agency Code 560

2. General Purpose of Contract:

Purchase and install playground equipment along Pioneer Crossing Park trail system

3. Contractor Name Salt Lake County

4. Contract Period: Effective date Date of last signature Termination date June 30, 2024

(mm/dd/yy)

(mm/dd/yy)

5. Authorized Amount: \$74,000.00

6. Vendor # 42278FJ

7. Commodity Code(s) 650

COMMENTS:


CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

UTAH DEPARTMENT OF NATURAL RESOURCES, FORESTRY FIRE AND STATE LANDS  
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

		LEGAL STATUS OF CONTRACTOR: LG <input type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION:  Division: <u>FORESTRY, FIRE, &amp; STATE LANDS</u>  Office: _____	NAME OF CONTRACT: _____ Name of Contractor: <u>Salt Lake County</u> Address: <u>2001 S. State Street, N4-200</u>  <u>Salt Lake City, UT. 84114</u> DUNS # (if applicable) _____	

APPROVAL AND REVIEW SIGNATURES  
UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FIRE AND STATE LANDS

APPROVAL AND REVIEW OF CONTRACT:

 08/23/2023  
Ben Stireman (Aug 23, 2023 17:43 MDT)  
Program Manager Date

\_\_\_\_\_  
Area Manager Date

APPROVAL OF FUNDS AVAILABILITY:

\_\_\_\_\_  
Financial Manager Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- 1. Vendor Contract - Contractor provides goods or services.
  - Standard Terms and Conditions used as Attachment A in Contract.
  - Other approved provisions used as Attachment A in Contract.
  
- 2. Subrecipient Contract - Contractor carries out grant program.
  - Standard Terms and Conditions used as Attachment A in Contract *and* DNR Subaward Terms and Conditions used as additional attachment.
  - Other approved provisions used as additional attachment.
  
- 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

**Source of Funds:**

Contract Allocation Sheet											Total	
							FFY24		FFY_____			
State/Federal Source	Federal %	CFDA #	Fund	Agency	Unit	Appr Unit	Obj	Prog/Func	Amount	Prog/Func	Amount	
			1000	560	1780	RDH	6137	FL2021JRRA	\$45,000.00			
				560				FL2019JRR	\$29,000.00			\$74,000.00
				560								
				560								
<b>Totals</b>												

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

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

EFFECTIVE DATE: Date of the Final Signature

CONTACT INFORMATION:

Salt Lake County Parks & Recreation  
Attn: Dustin Wiberg  
2001 S State Street, N4-200  
Salt Lake City, UT 84114

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 \$74,000 to Salt Lake County for a recreation features installation project at Pioneer Crossing Park in West Valley City, Utah.

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 \$74,000.00 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, 2024.
2. Send project updates to FFSL before the following dates:
  - a. January 31, 2024
  - b. March 30, 2024
3. 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.
4. 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.
5. Submit final report within the 60 days following the expiration of the agreement.
6. 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.
7. Follow proper purchasing procedures for political subdivisions of the State of Utah when soliciting bids from contractors.

## 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, 2024, 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.

**Salt Lake County  
(Mayor or Designee)**

**Erin Litvack** Digitally signed by Erin Litvack  
Date: 2023.08.18 11:36:52 -06'00'

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Erin Litack**

Print or Type Name \_\_\_\_\_

**Utah Division of Forestry, Fire and  
State Lands  
(Financial Manager)**

*Stacy Carroll* \_\_\_\_\_ 08/24/2023

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Stacy Carroll**

Print or Type Name \_\_\_\_\_

**Utah Division of Forestry, Fire and  
State Lands  
(Director)**

*Jamie Barnes* \_\_\_\_\_ 08/25/2023  
Digitally signed by Jamie Barnes (Aug 25, 2023 09:10 MDT)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Jamie Barnes

Print or Type Name \_\_\_\_\_

**Attorney General**

*Emma Whitaker* \_\_\_\_\_ 08/24/2023  
Digitally signed by Emma Whitaker (Aug 24, 2023 09:28 MDT)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Emma Whitaker

Print or Type Name \_\_\_\_\_

**Division of Finance**

RECEIVED AND PROCESSED  
BY DIVISION OF FINANCE 8/28/23

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Division Review, County**

*David A. Johnson* \_\_\_\_\_ 8/17/23  
Digitally signed by David A. Johnson (Aug 17, 2023 08:17:37 MDT)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Reviewed as to form and legality for County**

David A. Johnson  
'00'06- 08:17:37 2023.08.17

Signature \_\_\_\_\_

## 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, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in 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 December 2019)

ATTACHMENT B  
SCOPE OF WORK

# **Proposal for the Jordan River Recreation Zone Project Grant**

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## **Play Node Playground Equipment**

**Pioneer Crossing Park**  
1276 W. Cultural Center Drive  
West Valley City, UT

Dustin Wiberg - Project Manager  
2100 South State St., S4-700  
801-828-7865  
dwiberg@slco.org

Walt Gilmore - Associate Director  
2100 South State St., S4-700  
385-468-1808  
wgilmore@slco.org

**Reimbursement Check to be sent to:**

Parks and Recreation  
2100 South State St., Suite S4-700  
SLC, UT 84114



## **Project Background**

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Salt Lake County along with many other agencies, municipalities, and groups have put a tremendous amount of resources and effort to help turn the Jordan River Corridor into a wonderful regional asset that runs the length of the entire County and beyond. Clean-up efforts, the Jordan River Trail, way finding signage, and many parks along the river corridor have all helped bring people to the river corridor for recreational opportunities. Even though great amenities have been established along the corridor, there are still many opportunities to make the Jordan River a jewel within the county.

One such opportunity to enhance recreational opportunities within this corridor and provide access to the river is the development of the Salt Lake County's Pioneer Crossing located in West Valley City. The park gets its name from historical research that shows the Pioneer Crossing site to be the first location where early Pioneers crossed west of the Jordan River. The park has been master planned to maintain its natural beauty as well as provide gathering spots, passive recreation, playgrounds, walking trails with play nodes, and better access to the river. The park includes a parking lot with trailer parking and turnaround, an accessible boat put-in/take-out located at the edge of the riverbank, play nodes with equipment along the trails, and a maintenance building with shared WVC police storage area.

A large portion of Pioneer Crossing Park – Phase I has been left mostly natural in order to provide a peaceful and serene experience throughout the park and along the Jordan River. One of the main objectives of the park was to preserve several beautiful and healthy Cottonwood Galleries that exist in the southern reaches of the park. A multi-use trail and other secondary paths were designed to allow park visitors to experience the natural character of the site in and among the trees as well as accessing the river. The master plan shows several play nodes that are interspersed at key locations along the trail that provide valuable opportunities for play, discovery, education, and adventure.

## **Project Purpose**

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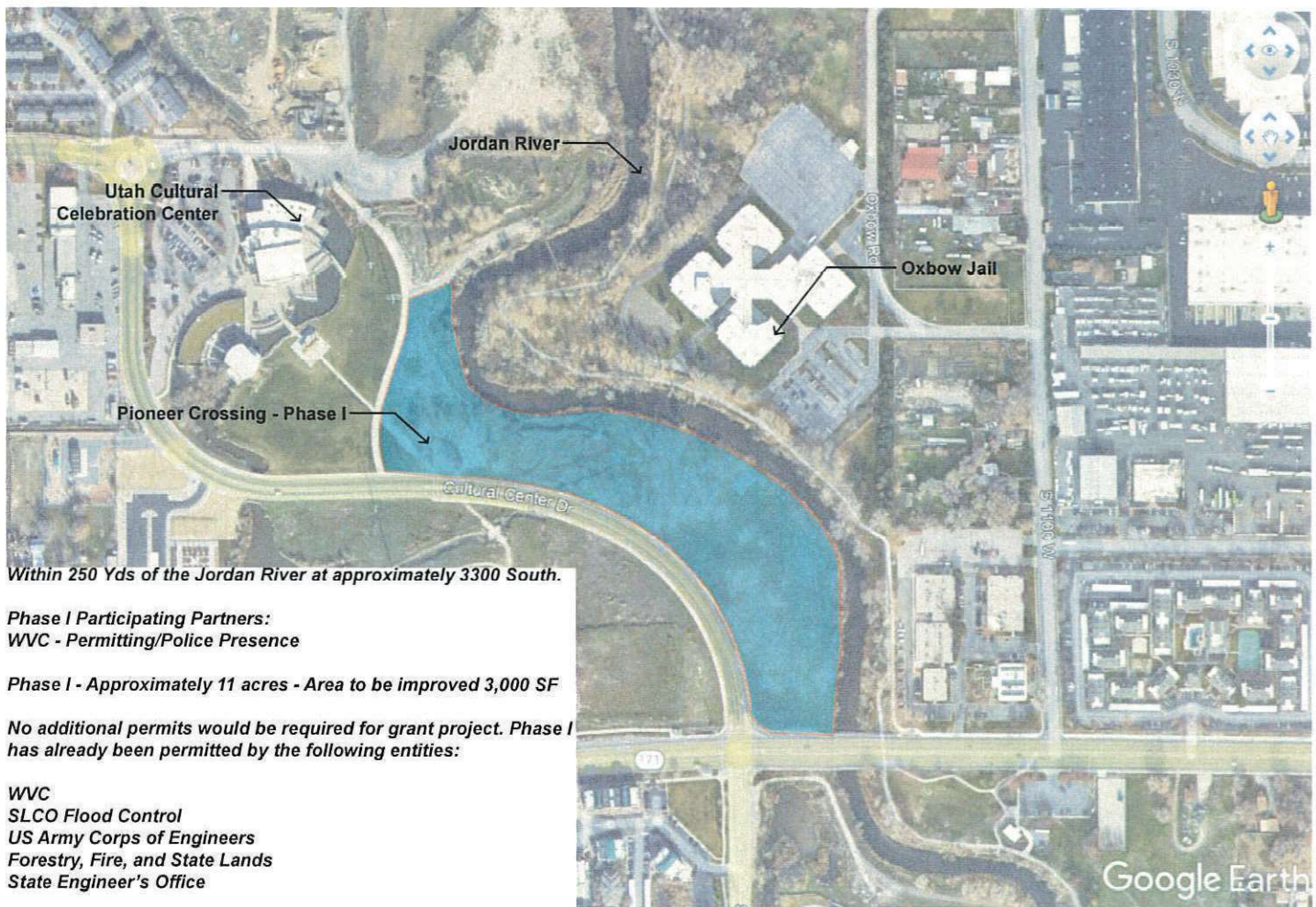
Purchase and install playground equipment for two play nodes to enhance play, education, discovery, and adventure along the Pioneer Crossing park trail system.

## **Project Need**

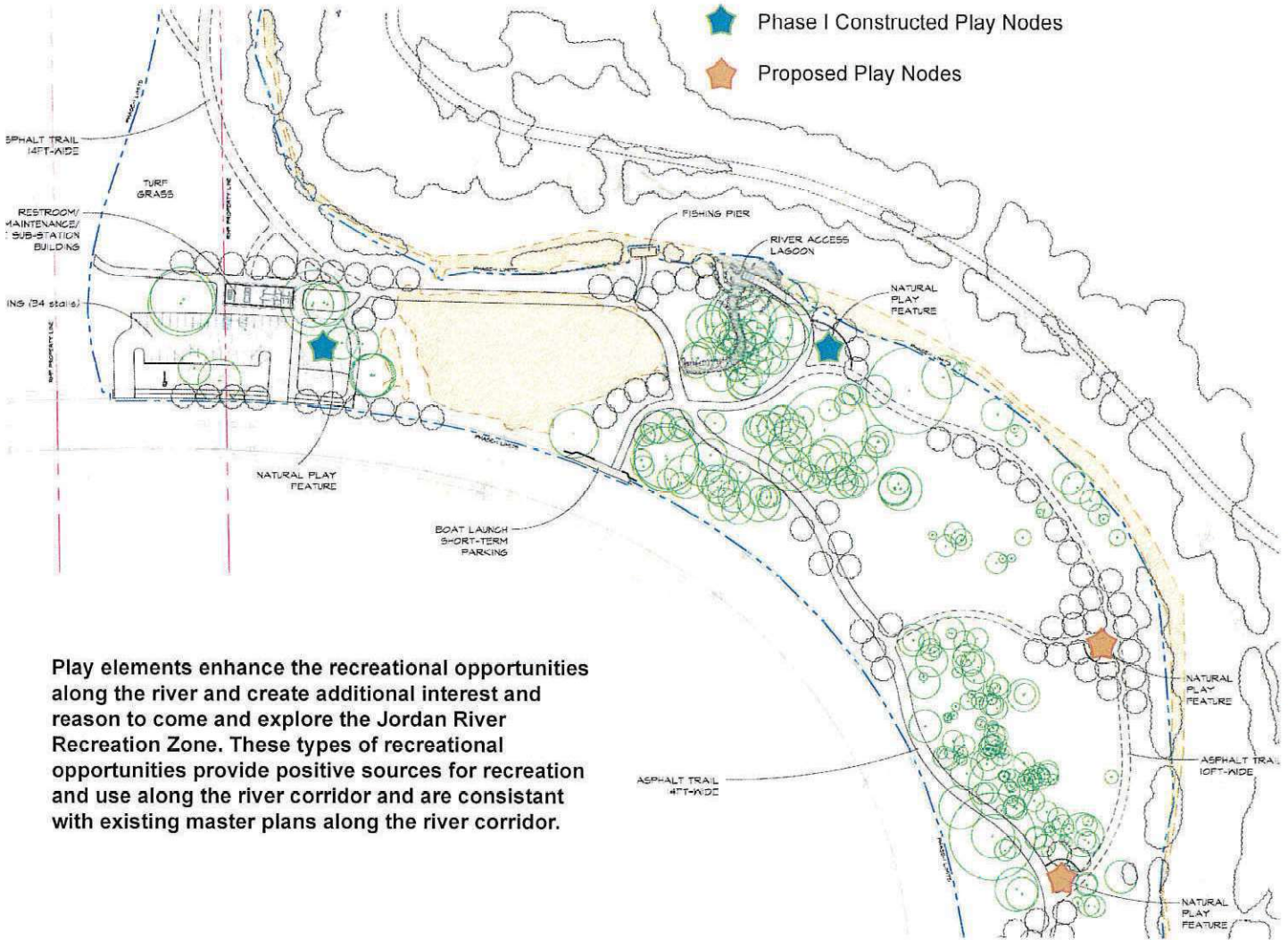
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Phase I of Pioneer Crossing funded the construction of a large playground play node as well as a small rock-climbing boulder play node. The project funds were not sufficient to purchase and install playground equipment in two play nodes along the trail. These additional play nodes would increase the play opportunities along the trail system and provide education and play based on the flora and fauna that one might find along the river.

## Location Map



## Project Plans



Play elements enhance the recreational opportunities along the river and create additional interest and reason to come and explore the Jordan River Recreation Zone. These types of recreational opportunities provide positive sources for recreation and use along the river corridor and are consistent with existing master plans along the river corridor.

## Cost Estimate

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Item	Description	Cost	Notes
Playground Equipment and Installation at Node 1	Animal Climber linked and linked play elements	\$28,000	
	Installation	\$6,000	
	Wood Chips	\$3,000	
Playground Equipment and Installation at Node 2	Animal Climber, linked play elements	\$28,000	
	Installation	\$6,000	
	Wood Chips	\$3,000	
	<b>FFSL Fuding Request</b>	<b>\$74,000</b>	

## Project Timeline

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### 2023

August 1st - Notice of Award  
 September - Order Playground Equipment  
 (approximately 16 week manufacture schedule)

### 2024

February - Begin installation of playground equipment (weather dependent)  
 End of March - Project Completion  
 April - Submit Reimbursement Invoice

## Performance Measures

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- Playground equipment to comply with playground safety standards.
- Installation to comply with playground safety guidelines.
- Adhere to timeline milestones to ensure project will be complete by the end of May.