

111723

TOOELE COUNTY CORPORATION
CONTRACT # 11-21-02

STATE CONTRACT #
Vendor No.
Commodity Code

70651B
99999

**UTAH DIVISION OF STATE PARKS AND RECREATION
OFF-HIGHWAY VEHICLE PROGRAM FUNDING
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 10 day of, January, 2011, between the UTAH DIVISION OF STATE PARKS AND RECREATION, hereinafter referred to as the DIVISION, and Tooele County Parks and Recreation qualifying under this agreement as a federal agency, state agency, or political subdivision of the State of Utah, or as an Organized User Group, and hereinafter referred to as the PARTICIPANT.

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

WHEREAS, the Utah State Legislature has provided funds to the Off-highway Vehicle Program for this purpose to be matched by the PARTICIPANT for said project for planning, acquisition, construction, management or improvement of motorized trails and facilities hereinafter described; and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of 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: Jacob City Trail Head Restroom Project

TOTAL AMOUNT OF STATE FUNDING	\$ <u>10,000.00</u>
TOTAL AMOUNT OF PARTICIPANT FUNDING	\$ <u>10,000.00</u>
TOTAL PROJECT EXPENDITURES	\$ <u>20,000.00</u>

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1. The DIVISION shall make payment of **\$ 5,000.00** to the PARTICIPANT from funds provided by the Utah State Legislature upon receipt of documentation and certification that the PARTICIPANT has made matching funds available for the approved project; that said project will be initiated within sixty (60) calendar days and be completed on or before the contract termination date of **December 31, 2012**. This payment is 50% of the approved matching fiscal assistance funding. The remaining balance of **\$ 5,000.00** shall be paid to the PARTICIPANT upon receipt of documentation of total project expenditures as required by the DIVISION. State funds shall not exceed 50% of total project costs.

2. The PARTICIPANT shall use all monies received under this agreement for the execution of the project as described in the Motorized Trail Application, which by reference is made part of this agreement.

3. 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: state archeological/historic clearance, state paleontological clearance.

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 motorized recreational trail use without written notice to the Director of the Utah Division of State Parks and Recreation. Furthermore, if a trail developed with State 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 or management interests in facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

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.

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

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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 this Project which is the subject of assistance under this program to the satisfaction of the DIVISION may be cause for 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.

2. The PARTICIPANT shall provide to the DIVISION a final project fiscal report within sixty (60) days upon completion of the project, or within sixty (60) days of the contract expiration date upon forms to be provided by the DIVISION. Failure to provide a final fiscal report within sixty (60) days may result in forfeiture of reimbursement expenses. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall also include a summary list of all personnel, supplies, materials and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project, and that all phases of the project are subject to review and acceptance by the DIVISION.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the year and day first above written:

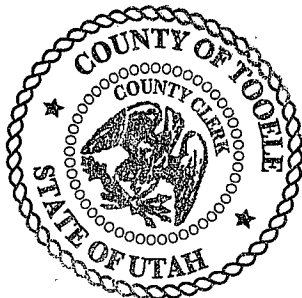
Participant:

Colleen Johnson 2/1/11
Signature Date

Commissioner
Title

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK



State - Division of State Parks & Recreation

[Signature] 2/16/11
Agency Signature Date

n/a
Budget & Acct Officer Date

(Attest to Availability of Funds)

n/a
Contract Officer Date

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

FEB 17 2011

Div. of Finance Date