

COOPERATIVE AGREEMENT

between

THE STATE OF UTAH

DIVISION OF PARKS AND RECREATION

OFF HIGHWAY VEHICLE PROGRAM

Vendor# VC0000111094

and

Commodity#: 99999

TOOELE COUNTY

This AGREEMENT made and entered into this 28 day of May, 2020, by and between Utah Division of Parks and Recreation-Off Highway Vehicle (OHV) Program, hereafter referred to as the "STATE", and Tooele County, hereafter referred to as the "COUNTY".

This agreement is for the participation with an emergency situation the OHV recreation sector of the County is suffering due to the setbacks related to the COVID-19 outbreak.

Tooele County and the State OHV Program have been working hard to develop a several integrated OHV trail systems and both agencies plan to promote OHV recreation opportunities within Tooele County. The use of motorized recreation is a viable part of Tooele County's tourism portfolio and both partners want to promote it to the people around the region. OHV recreation is still available within Tooele County, even as restrictions are being modified for in state travel. Tooele County and the OHV Program have a mutual interest to promote OHV recreation and to promote Covid-19 health/safety precautions which include; social distancing, personal hygiene and wearing the appropriate face mask to limit the spread of Covid-19. Tooele County will work closely with our local health department to incorporate such messaging as visitors seek to utilize the OHV trail systems.

The authorities under which the parties enter into this agreement are provisions found in Title 41, Chapter 22, Utah Code Annotated 1953.

WHEREAS, the STATE has the responsibility, under the Off-Highway Vehicle (OHV) Act, to provide education to OHV operators and to provide safety and responsible riding information with the use of off-highway vehicles. Similarly, the COUNY, desires to improve the safety of OHV recreational visitors and to promote OHV tourism. Since neither agency has the resources to achieve the desired management objectives individually, and, therefore, desire to cooperate to jointly and effectively accomplish their objectives. The mission of both parties is to promote safety and responsible OHV riding among residents and visitors, to encourage economic development of the area, along with the protection and to conserve the natural resources of the State of Utah. Both Parties believe that this partnership is the best alternative to provide the services needed, the Parties desire to enter into this cooperative agreement. In consideration of the above premise, the Parties hereto agree as follows:

WHEREAS, the COUNTY agrees to:

1. Work directly with the local health department to provide accurate Covid 19 messaging.
2. Work directly with the County Tourism or Economic development Office to promote OHV recreational use opportunities.
3. Include the Division of Parks and Recreation OHV Program as a mutual partner in both of the health/safety of Covid 19 messaging and OHV use opportunities.
4. Provide proper billing documentation to the STATE and such billing documentation shall include an invoice with; COUNTY's name, mailing address date, invoice number, description and amount prior to May 15, after agreement has been mutually signed by both parties.
5. Indemnify, save harmless and release the STATE and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this agreement which are caused in whole or part by the negligence of the COUNTY's officers, agents, volunteers, or employees, but not for claims arising from the STATE's sole negligence.

WHEREAS, the STATE agrees to:

1. Provide up to \$15,000.00 in funding until May 30, 2020.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Either party, in writing, may terminate this Cooperative Agreement in whole, or in part, by providing 30 days written notice to the other party before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
2. This Cooperative Agreement is executed as of the date of last signature, and, unless sooner terminated, is effective through June 30, 2020.
3. This agreement in no way restricts the COUNTY or the STATE from participating in similar activities with other public or private agencies, organizations and individuals.
4. No part of this agreement shall entitle the parties to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the STATE and the COUNTY.
5. Nothing herein shall be considered as obligating the COUNTY or the STATE to expend, or as involving the STATE in any contract or other obligations for the future payment of money in

excess of funding approved and made available for payment under this instrument and modifications thereto.

6. Modification within the scope of this agreement shall be made by mutual consent of the parties, and the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. Neither the STATE nor COUNTY are obligated to fund any changes not properly approved in advance.

7. The STATE and COUNTY have legal authority to enter into this Cooperative Agreement, and the institutional managerial and financial capability to ensure proper planning, management, and completion of the project.

8. Official Contacts for both parties are:


Tom Tripp, Chairman
Tooele County Commission
47 South Main Street
Tooele, UT 84074
(435)830-9305

Chris Haller, OHV Program Coordinator
Utah Division of Parks and Recreation
1594 West North Temple
Salt Lake City, Utah 84114
(801)349-0487

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.


TOOELE COUNTY

STATE - Division of Parks & Recreation

 26 May '20

Tom Tripp
Chairman

Date

 5/28/20

Jeff Rasmussen
Director

Date

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE 6/2/20

Tooele County OHV Recreation/Covid 19 Campaign: This agreement is to participate with Tooele County to promote OHV opportunities that exist within the County along with practicing Responsible Recreation. Tooele County will work with the local Health Department in order to secure an advertising campaign focused upon Responsible Recreation and OHV recreation opportunities. This is a State OHV agreement and the project will take place within Tooele County.