

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

State Contract #: _____
Vendor #: _____

Commodity Number: _____

UTAH DIVISION OF PARKS AND RECREATION
QUARTERLY FIG MATCHING FUND PROGRAM
FISCAL ASSISTANCE AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2020, between the UTAH DIVISION OF PARKS AND RECREATION hereafter "DIVISION", and SAN JUAN COUNTY ROAD DEPARTMENT hereafter "PARTICIPANT", qualifying as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group.

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

WHEREAS, the DIVISION Off-highway Vehicle Program provides funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, equipment purchase, maintenance or improvement of 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:	Strike Ravine Trail Signage
TOTAL AMOUNT OF FUNDING:	<u>\$ 5,231.00</u>
TOTAL AMOUNT OF PARTICIPANT FUNDING:	<u>\$ 1,916.00</u>
TOTAL TRAIL PROJECT EXPENDITURES:	<u>\$ 7,147.00</u>

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1. The DIVISION shall reimburse the PARTICIPANT up to a total of \$5,231.00 from funds made available from the DIVISION's Off-highway Vehicle Program 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 is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before June 30, 2021.

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 any Environmental Clearances and Cultural Clearances.

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 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 DIVISION's Off-highway Vehicle 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.

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. Any PARTICIPANT that is a nonprofit corporation must disclose whether it meets or exceeds the requirements listed in UCA 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

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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

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.

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. 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.

FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall

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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 fiscal report within sixty (60) days after completion of the project, or within sixty (60) days of the contract expiration date on forms to be provided by the DIVISION. 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.

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

SAN JUAN COUNTY ROAD DEPARTMENT

Signature Date

Title

UTAH DIVISION OF PARKS & RECREATION

Director Date