

**Land and Water Conservation Fund Contract
Between State Of Utah and the Participant**

Island View Park Renovation
Project Title

49-00389
Project Number

3/1/2018 To 3/31/2020
Project Period

<u>Participant's Total Direct Project Cost</u>	<u>\$1,354,000.00</u>
<u>Federal Participation</u>	<u>\$677,000.00</u>
<u>Less: Administrative Costs</u>	<u>\$64,476.00</u>
<u>Net Reimbursement to Participant</u>	<u>\$612,524.00</u>

THIS AGREEMENT made and entered into the ____ day of _____ between the STATE OF UTAH, Department of Natural Resources, acting by and through the Director of the Division of Parks and Recreation, ("the Director"), and the Centerville City, qualifying under this agreement either as an agency or a political subdivision of the State of Utah, and hereinafter referred to as the Participant.

WHEREAS, the United States has enacted Public Law 88-578, generally known and identified as the Land and Water Conservation Fund Act of 1965 as codified at 54 USC §200305 ("LWCF Act"), which provides certain federal funds to be made available to participating state agencies or political subdivisions for the acquisition and development of land and water projects for outdoor recreation uses by the general public; and,

WHEREAS, the Director and the Participant desire to accomplish the Project hereinafter described, and the Director has contracted with the National Park Service, an agency of the United States, for Federal reimbursement for certain costs of this Project as set forth below, and it is now necessary for the Director and the Participant to execute this agreement for the qualification and completion of said project:

THEREFORE, by virtue of the authority contained in Title 79, Chapter 4, Utah Code Annotated 1953, as amended, and in consideration of the promises, covenants and conditions hereinafter set forth, it is hereby mutually agreed as follows:

DEFINITIONS

1. The term "NPS" as used herein means the National Park Service, United States Department of the Interior

2. The term "Director" as used herein means the Director of the Division of Parks and Recreation ("the Division") or any representative lawfully delegated the authority to act for such Director.
3. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual.
4. The term "Project" as used herein means that project or project segment which is the subject of this agreement.
5. The term "State" as used herein means the State of Utah.
6. The term "Participant" as used herein shall mean the State agency or local governmental unit that is a party to this agreement.
7. The term "Federal Funds" as used herein means those monies made available by the United States of America as matching money for projects under LWCF Act. (54 USC §200305).

STATEMENT OF WORK

1. The Participant agrees to:
 - a. Remove existing playground and construct a new playground;
 - b. Remove existing tennis courts and construct new tennis courts;
 - c. Replace existing sidewalk on the far north side;
 - d. Expand parking area;
 - e. Remove existing pavilion and construct a new pavilion;
 - f. Remove sand volleyball courts and handball courts;
 - g. Construct a new sidewalk to connect parking level with tennis court level;
 - h. Ensure signage is installed to identify LWCF stateside funding source as per NPS guidelines; and
 - i. Contact the LWCF Coordinator before the Participant changes any items listed on under this section. Any changes in the Statement of Work will require full documentation of the necessity of the proposed change, an amendment to this agreement, and NPS approval before changes can be made by the participant.

PROJECT EXECUTION

1. The Participant agrees that the Project (Attachment A) is being acquired or developed with Land and Water Conservation Fund assistance and shall be maintained in perpetuity for public outdoor recreation. If Participant removes the Project from outdoor public recreation either through the sale of the project area or a conversion to non-outdoor public recreation, the Participant acknowledges they are responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility. Any replacement of the Project, in whole or in part, must be completed in compliance with the Manual and the LWCF Act. All conversion/replacement processes must be coordinated through and with the approval of the Director.

2. The Participant shall indemnify the State 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 out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation or maintenance of the Project by the Participant, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.
3. In the event of default by the Participant which default is not cured by the Participant within thirty (30) days after receipt of written notice from the Director, the State may, in addition to any other remedies, take possession of the Project and construct, operate or maintain the Project as the Director may deem necessary to fulfill requirements of the Federal Government, and the Participant agrees to reimburse the Director for any costs or expenses incurred by the State thereby.
4. The Participant will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards contained in the L&WCF Grants Manual. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
5. Solicitations for offers and bids for construction must include "Equal Opportunity Clause", in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations. (41 CFR Part 60).
6. All Contracts shall include the following:
 - a. "Equal Opportunity Clause", in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations (41 CFR Part 60).
 - b. Provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - c. Suitable provisions for termination by the grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts may be terminated for default. Conditions under which the contract may be terminated due to circumstances beyond the control of the contractor.
 - d. A provision to the effect that the sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the contractor, which are directly pertinent to the project, for the purpose of making audits, examination, excerpts and transcriptions.
7. All contracts in excess of \$100,000 shall include the following:
 - a. A provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

public work to give up any part of the compensation to which he is otherwise entitled.

- b. A provision that requires the contractor to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and Environmental Protection Agency regulations. (40 CFR Part 15).
 - c. Where applicable, a provision for compliance with the Contract Work Hours and Safety Standards Act, Sections 102 and 107 (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations. (29 CFR Part 5).
- 8. Notification of contract awards shall be provided to the Director within five (5) days of award.
- 9. The Participant shall comply with Executive Order 12432, Minority Business Enterprise Development. It is national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. In particular, the Participant should:
 - a. Place minority business firms on bidder's list.
 - b. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - c. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these business firms.
 - d. Use the assistance of the Small Business Administration and The Business Utilization and Development Specialists who reside in each DOI Bureau and Office and similar State and local offices, where they exist.
 - e. For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition, only) the Participant shall submit, prior to the commencement of construction and every fiscal year quarter thereafter, (until project completion) reports documenting the efforts to hire minority business firms. These reports (DI-1925) will be submitted to the Director, who will transmit them to the National Park Service Regional Office.
- 10. Development plans and specifications shall be furnished to the Director as requested.
- 11. Facilities shall be designed and constructed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations. (43 CFR Part 17).
- 12. The Participant shall:
 - a. comply with the above provisions in construction work carried out by itself;
 - b. assist and cooperate actively with the Director and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above

contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor;

- c. obtain and furnish to the Director and to the Secretary of Labor such information as they may request for the supervision of such compliance;
 - d. enforce the obligation of contractors and subcontractors under such provisions, rules, regulations and orders;
 - e. carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Director pursuant to Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965; and
 - f. refrain from entering into any contract with a contractor debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965.
13. The Participant shall permit periodic site visits by the Director to ensure work progress in accordance with the approved Project, including a final inspection upon Project completion and subsequent compliance inspections after Project completion.
14. In the event funds should not be available for future stages of the Project, the Participant shall bring the Project to a point of usefulness agreed upon by the Participant and the Director.
15. All significant deviations for the Project proposal shall be submitted to the Director for approval prior to taking any action required by the deviation(s).
16. All overhead utility lines under 15KV shall be placed underground on any property acquired or developed with assistance under this agreement, both during and subsequent to the Project period herein disclosed.
17. The Participant shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and the applicable regulations implementing such Act for all real property acquisitions, and where applicable shall assure that the Act has been complied with the property to be developed under this agreement.
18. Acquisition cost of real property shall be based upon the appraisal of a competent appraiser. Reports of such appraisers shall be furnished to the Director for approval by the State before Federal Fund assistance is disbursed.
19. The Participant shall secure completion of work in accordance with the approved construction plans and specifications, and shall comply with all applicable Federal and local laws and regulations, including, but not limited to:
- a. The National Environmental Policy Act of 1969, as amended. (P.L. 90-190, 42 (U.S.C. 4321 et. seq.).
 - b. Executive Order 11514, Protection and Enhancement of Environmental Quality. (March 5, 1970, as amended by Executive Order 1191, May 24, 1977).

- c. Executive Order 11288, concerning prevention, control and abatement of water pollution.
- d. The Flood Disaster Protection Act of 1973. (12 U.S.C. Sec. 24. 1701-1 Supp., 42 U.S.C. Sec. 4001 et. seq.).
- e. Executive Order 11988 Floodplain Management.
- f. Executive Order 11296, Evaluation of Flood Hazard in Locating Federally owned or Financed Buildings, Roads, and other Facilities and in Disposing of Federal Lands and Properties.
- g. Federal Act for Protection and Restoration of Estuarine Areas. (P.L. 90-454).
- h. Wild and Scenic Rivers Act of 1968. (P.L. 90-542) (16 U.S.C. 1274 et. sq.).
- i. The Rivers and Harbor Act of 1899. (33 U.S.C. Sec. 401 et. seq.).
- j. Executive Order 11990, Protection of Wetlands.
- k. The Fish and Wildlife Coordination Act. (16 U.S.C. Sec 661, 662).
- l. The Endangered Species Act of 1973. (16 U.S.C. Sec 1531 et. seq.).
- m. The Antiquities Act of 1906. (16 U.S.C. Sec 431).
- n. The Archeological and Historic Preservation Act of 1966, as amended. (P.L. 88-655, 16 U.S.C. Sec. 470 et. seq.).
- o. The National Historic Preservation Act of 1966, as amended. (P.L. 88-665, 16 U.S.C. Sec 470 et. seq.).
- p. Executive Order 11593, Protection and Enhancement of the Cultural environment.
- q. Emergency Wetlands Resources Act of 1986. (P.L. 99-645).
- r. Land and Water Conservation Fund Program of Assistance to States; Post Completion Compliance Responsibilities. (36 CFR Part 59).

PROJECT COSTS

1. The Participant hereby represents to and assures the Director that it has available sufficient funds to meet its share of the cost of the Project and has the good faith intention of using such funds for completing the Project, and that no financial assistance has been received, promised or committed under any other Federal program with regard to the specific proposals covered by this agreement.
2. The Participant will prepare and submit billing statements of eligible Project expenditures to the Director. An amount up to 10% of federal funding/participation will be

assessed to each billing for State Administrative Costs. The Participant is required to match the administrative cost assessment identified on page one of this agreement with eligible project expenditures. The entire amount assessed will be withheld by the Director from Federal Funds received from NPS in response to the billing, thus precluding the need for the Participant to advance its share of such administrative costs. Funds so received will be used to defray costs of program administration.

3. The Director will release to the Participant all Federal Funds received for this Project except for State Administrative Costs noted in Item #2 above. It is understood that the Director may withhold five (5) percent of the Federal reimbursement until Project termination and final audit.
4. The Participant agrees to make immediate monetary restitution for any disallowances of costs or expenditures on unauthorized activities which are disclosed through audit or inspection by the Director.
5. The Participant must submit eligible costs and expenditures equaling or exceeding the Participant's Total Direct Project Cost, as detailed on page 1 of this contract, before the project can be closed out by the Director.
6. Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the Manual, 2 CFR Part 200, or in written regulations which may be provided by the Director.

PROJECT ADMINISTRATION

1. The Participant shall promptly submit such reports and in such form as the Director may request.
2. Interest earned on funds granted pursuant to this agreement shall not be available for expenditure by the Participant, but shall be disposed of according to instructions issued by the Director.
3. The Participant may ordinarily dispose of Project income, which is derived from recreation sources such as admission and entrance fees, user charges, and proceeds for concession operations. However, if the Project involves acquisition of assets e.g., buildings, timber, a growing grain crop which are not essential to the development of recreational uses within the Project area and disposal of such capital assets will result in financial return to the Participant, such disposals should be completed prior to the submission of the final billing to the NPS and proceeds from the disposition credited to the Project cost at the time of this final settlement.

PROJECT TERMINATION

1. The Participant may upon written notice to the Director unilaterally rescind this agreement at any time 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 or incurs any obligation with respect to the Project.

2. Failure by the Participant to comply with the terms of this agreement may be cause for the suspension of all obligations of the United States or the State hereunder and may result in a declaration by the State that the Participant is ineligible to receive Federal Funds for future projects.
3. Failure by the Participant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the United States or State hereunder if, in the judgment of the Director, such failure was due to no fault of the Participant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.

CONFLICT OF INTEREST

1. No official or employee of the State or Participant who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the Participant in connection with this Project shall have a financial or other interest other than his employment or retention by the Participant, in any contract or subcontract in connection with this Project. No officer or employee of such person retained by the Participant shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed upon the public records of the Participant, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.
3. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefits.
4. The Participant shall be responsible for enforcing the above conflict of interest provisions.

HATCH ACT

1. No officer or employee of the Participant whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. 118K, with the exceptions therein enumerated.

FINANCIAL RECORDS

1. The Participant shall maintain a separate Project ledger of expenditures with supporting documents and records clearly referenced. Copies of such ledgers, documents, and records shall be provided with each billing to the Director which will support expenditures claimed. Original ledgers of expenditures, supporting documents, and all Project records shall be made available to the Director, NPS, or their representatives for auditing or examination at reasonable times, and shall be retained by the Participant for three years following Project termination and performance of a final audit by NPS.

2. The Participant may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual and written regulations of the State which may be provided by the Director.
3. Interim billings may be submitted to the Director after completion of each element of work, payment on a contract, or payment for each parcel of land. Final billing must be submitted within 60 days after the Project period expires or all work covered by the Project has been completed, whichever shall occur first. Billings must be prepared and submitted by the department responsible for maintaining the Participant's overall financial records and certified by the signature of the officer responsible for such records.

USE OF FACILITIES

1. The Participant agrees that the Project described in the dated project boundary map (Attachment A) is being acquired or developed with Land and Water Conservation Fund assistance and shall not be converted to other than public outdoor recreation use, but shall be maintained for public outdoor recreation in perpetuity. If Participant removes the Project from outdoor public recreation either through the sale of the project area or a conversion to non-outdoor public recreation, the Participant acknowledges they are responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility. Any replacement of the Project, in whole or in part, must be completed in compliance with the Manual and the LWCF Act. (54 USC §200305). All conversion/replacement processes must be coordinated through and with the approval of the Director.
2. The Participant acknowledges that this Land and Water Conservation Fund Project encumbers the property described in the project agreement and requires the project sponsor to maintain the property consistent with the LWCF Act and associated implementing regulations. The property shall be operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard and similar activities shall be maintained at levels reasonable to prevent injury or death to users. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair throughout their estimated useful life so as to prevent undue deterioration.
3. The Participant will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Participant.
4. The Participant shall not discriminate against any person on the basis of residence, except to the extent that a reasonable difference in admission or other fees may be maintained on the basis of residence.

CONTACT INFORMATION

1. Questions or correspondence with this contract or the LWCF project/program can be made to the following:

Address: Utah State Parks and Recreation
LWCF Grant Coordinator – Susan Zarekarizi
1594 W. North Temple, Suite 116
Salt Lake City, UT 84114
Phone: (801) 538-7496
E-Mail: susanzarekarizi@utah.gov

2. Participant Contact Information:

Address: Centerville City
Bruce Cox, Director of Parks and Recreation
250 N. Main Street
Centerville, UT 84014
Phone: (801) 292-8232
E-Mail: bcox@centervilleut.com

PROJECT BILLING AND REIMBURSEMENTS – GENERAL REQUIREMENTS

1. Specific instructions for billing and reimbursement forms/procedures can be obtained from the LWCF Grant Coordinator (see above).
2. Progress billings are to be submitted to the Utah Division of Parks and Recreation for reimbursement after expenditures have been made. Reimbursement will be made for 50% of eligible costs billed, less state administrative costs.
3. Final billing must be submitted within 60 days after the project period expires, or all work has been completed, whichever occurs first.
4. A separate accounting is to be made for all projects costs. This means that separate invoices and checks should be provided for project costs.

ACKNOWLEDGEMENT OF LAND AND WATER CONSERVATION FUND

1. The participant shall provide suitable permanent acknowledgment of Land and Water Conservation Fund assistance at the project site. Signs at entrances to Land and Water Conservation Fund assisted sites shall have the words “Land and Water Conservation Fund Project” and the LWCF symbol prominently displayed. Such signs or plaques are eligible project costs;
2. The Participant shall comply with applicable regulations, policies, guidelines and requirements set forth in the Land and Water Conservation Fund Grants Manual, OMB

Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);

3. It is the acknowledged intent of the parties hereto that assistance granted from Federal funds shall result in a net increase, commensurate at least with the Federal cost-share, in the participant's outdoor recreation. It is intended by both parties hereto that assistance from Federal funds will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds;
4. The Participant agrees that a notice of the grant agreement shall be recorded in the public records (e.g. registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property depicted in Exhibit A; and,
5. The Participant shall diligently prosecute all phases and aspects of the subject Project in a timely and businesslike 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 State and NPS as set forth herein.

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

Centerville City
Name of Participant

STATE OF UTAH
By and through the Division of State
Parks and Recreation

Signature of Authorized Official

Jeff Rasmussen, Interim Director

Title of Signing Official

ATTACHMENT A

CENTERVILLE CITY - ISLAND VIEW PARK REBUILD PROJECT PHASE 1

12/5/17



- Phase 1 (New Development Area project #49-00389) = 2.6 Acres
- Park Boundary (1977 project #49-00255) = 6.7 Acres

6F Boundary Map - Island View Park
Project No. 49-00389 & 49-00255
T2N, R1E, Sec 17, SLBM
Date: 11/4/18
ASLO Signature

