

A. LOUIS ZUNGUZE
DIRECTOR
BRENT B. WILDE
DEPUTY DIRECTOR

SALT LAKE CITY CORPORATION
DEPT. OF COMMUNITY DEVELOPMENT
OFFICE OF THE DIRECTOR

ROSS C. "ROCKY" ANDERSON
MAYOR

CITY COUNCIL TRANSMITTAL

TRANSMITTED

OCT 30 2007

TO CITY COUNCIL

TO: Lyn Creswell, Chief Administrative Officer

DATE: October 25, 2007

FROM: Louis Zunguze, Community Development Director

SUBJECT: New Grant

STAFF CONTACTS: Sherrie Collins at 535-6150 or sherrie.collins@slcgov.com

ACTION REQUIRED: Adoption of Resolutions by City Council

DOCUMENT TYPE: Resolutions

BUDGET IMPACT: \$174,497 of Grant Revenue

DISCUSSION:

Issue Origin: Salt Lake City has recently received a grant awarded by the State of Utah, Department of Natural Resources, Division of State Parks and Recreation. This grant will result in \$174,497 of grant revenue.

Analysis: The State of Utah, Department of Natural Resources, Division of Parks and Recreation Trails and Pathways has awarded the Public Services, Parks Division \$174,497 of grant funding to continue the Jordan River Trail development from the Rosepark Golf Course to Redwood Road.

The grant requires a \$174,497 match, which will be satisfied with the \$175,000 of re-allocated funds from the Jordan River Parkway Trail funding allocated during the FY 07-08 CIP Process.

Recommendation: The Administration recommends the City Council adopt the necessary resolutions authorizing acceptance of this grant.

PUBLIC PROCESS:

These grants require no public process other than Council adoption by Resolution and a Public Hearing pertaining to the budget opening.

RELEVANT ORDINANCES:

None

Attachment A
State of Utah,
Department of
Natural Resources
Resolution

RESOLUTION NO. ____ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT THE
STATE OF THE UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF
PARKS AND RECREATION TRAILS AND PATHWAYS FEDERAL FUNDING GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$174,497 grant from the State of Utah, Department of Natural Resources, Division of Parks and Recreation Trails and Pathways for the purposes of:

Completing the Jordan River Parkway Trail from Rose Park Golf Course to Redwood Road.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant and execute any and all subsequent agreements between the City and other entities resulting from said grant on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day _____ day of _____, 2007.

Salt Lake City Council

By _____
Chairperson

ATTEST:

Approved as to Form
Salt Lake City Attorney's Office
By: Melanie Pearl
Date: October 25, 2007

CHIEF DEPUTY CITY RECORDER

Attachment B
State of Utah,
Department of
Natural Resources
Award Letter and
Agreement

Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

October 24, 2007

Contract Number:	06-5-08-2879	Project:	
Contractor:	01002	UTAH STATE PARKS & REC DIV	
Contract Title:	JORDAN RIVER TRAILWAY - RP GOLF TO REDWOOD GRANT		
Monitor:	JOEL HARRISON		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p style="font-size: 1.5em; transform: rotate(-45deg);">No funds available only</p>	<p>I certify that funds are available. _____</p> <p>OR _____ Accounting Signature _____ Date</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p>_____ Accounting Signature _____ Date</p> <p>Funding Source: _____</p> <p style="margin-left: 40px;">Dept Cost Center Object Code \$ _____</p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>Attorney: <u>Melanie Reif</u> Insurance Required: N <input checked="" type="checkbox"/></p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. <u>Melanie Reif</u> <u>October 25, 2007</u></p> <p style="text-align: center;">Attorney's Signature Date</p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>INSTRUCTIONS:</p> <p><u>Sign ALL documents.</u></p> <p>Authorized Signer: <u>Ross C. Anderson</u> <u>Mayor</u></p> <p style="text-align: center;">Name Dept/Div</p> <p><u>Forward ALL Signed documents to the Recorder's Office</u></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>INSTRUCTIONS: <u>Please return all 3 copies for Salt Signatures.</u></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Shirley Collins</u> <u>HAND</u> <u>6150</u></p> <p style="text-align: center;">Name Department or Division Phone</p>



SALT LAKE CITY CORPORATION
ENGINEERING DIVISION
349 SOUTH 200 EAST, SUITE 100
SALT LAKE CITY, UTAH 84111

Phone 535-7961
Fax 535-6093

LETTER OF TRANSMITTAL

DATE	10/16/07	JOB NO.
ATTENTION		
RE:		

TO Sherie Collins
HAND

GENTLEMAN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawing ☐ Prints ☐ Plans ☐ Samples ☐ Specification

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
3		1	Fiscal Assistance Agreement w/ Utah Division of Parks & Recreation for Jordan River Parkway Trail - Rose Park Golf Course to Redwood Road

THESE ARE TRANSMITTED as checked below:

- | | | |
|--------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |

REMARKS Please process the Agreement for
Council approval
Thanks

COPY TO _____

SIGNED: Joel Harrison

If enclosures are not as noted, kindly notify us at once.



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of State Parks and Recreation

MARY L. TULLIUS
Division Director

September 11, 2007

Dell Cook
Salt Lake City Corporation
349 South 200 East
Salt Lake City, UT 84111

RE: Jordan River Parkway Trail (Rose Park Golf Course to Redwood Road)

Dear Dell:

Congratulations. Your trail project is recommended for \$174,497 federal Recreational Trails Program Fiscal Assistance funding for fiscal year 2007. Enclosed please find three copies of our fiscal assistance contact. Have the contacts signed and returned to me. When you receive your copy of our completed contract and the project accounting sheets you may begin the environmental clearance process.

Please contact me when you send the contracts back and we will discuss the program guidelines you must follow to complete this project.

If you have and questions about our program or your trail project please contact me at (801) 538-7344 or via e-mail at johnknudson@utah.gov.

Sincerely,

John Knudson
Trails Program Coordinator



1594 West North Temple, Suite 116, PO Box 146001, Salt Lake City, UT 84114-6001
telephone (801) 538-7220 • facsimile (801) 538-7378 • TTY (801) 538-7458 • www.stateparks.utah.gov



STATE CONTRACT #-
Vendor No.
Commodity Code

**UTAH DIVISION OF PARKS AND RECREATION
TRAILS AND PATHWAYS FEDERAL FUNDING PROGRAM**

FISCAL ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of, **2007**, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and **Salt Lake City Corporation**, qualifying under this agreement as a federal agency, state agency, or political subdivision of the State of Utah and hereinafter referred to as the PARTICIPANT.

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

WHEREAS, the federal Recreational Trails Program (RTP), provides funds for this purpose to be matched by the PARTICIPANT for said project for planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated 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: The Jordan River Parkway Trail
(Rose Park Golf Course to Redwood Road)**

AMOUNT OF FEDERAL RTP FUNDING	\$ <u>174,497</u> FY07
AMOUNT OF PROJECT PARTICIPANT FUNDING	\$ <u>174,497</u>
TOTAL TRAIL PROJECT EXPENDITURES	\$<u>348,994</u>

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT
Page 2

1. The DIVISION shall reimburse the PARTICIPANT up to a total of \$ 174,497 from funds made available from the federal Recreational Trails Program (RTP) and/or the State of Utah 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 180 calendar days and be completed on or before **December 31, 2009**.

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 the RTP Environmental Study Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontract 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 and/or non-motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with National Recreational Trail and/or State funds is converted to other use, another trail or trail facility of comparable value, as mutually agreed upon 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.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT
Page 3

6. 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 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 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.

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 fiscal report within sixty days upon completion of the project 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 include a summary list of all personnel, supplies, materials and construction costs associated with this project in a manner prescribed by the DIVISION.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT
Page 4

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 are subject to review and acceptance by the DIVISION.

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

Salt Lake City Corporation

State – Utah Division of Parks and Recreation

Signature Date

Agency's Signature Date

Ross C. Anderson, Mayor
Title

Budget & Acct Officer Date

Div. of Finance Date

(other names and lines if necessary)

APPROVED AS TO FORM

Salt Lake City Attorney's Office
Date October 25, 2007
By Melanie Neff

STATE CONTRACT #-
Vendor No.
Commodity Code

**UTAH DIVISION OF PARKS AND RECREATION
TRAILS AND PATHWAYS FEDERAL FUNDING PROGRAM
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UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT
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Agency's Signature Date

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Budget & Acct Officer Date

Div. of Finance Date

(other names and lines if necessary)

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Salt Lake City Attorney's Office
Date October 25, 2007
By Melanie Heif

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Salt Lake City Corporation

State – Utah Division of Parks and Recreation

Signature

Date

Agency's Signature

Date

Ross C. Anderson, Mayor

Title

Budget & Acct Officer

Date

Div. of Finance

Date

(other names and lines if necessary)

APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date October 25, 2007

By Melanie Pfeif