RIVERWAY ENHANCEMENT PROGRAM
UTAH DIVISION OF PARKS AND RECREATION

FISCAL ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September, 1993, between the Utah Division of Parks and Recreation, hereinafter referred to as the Division, and Moab 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 Division and the Participant desire to accomplish the Riverway Enhancement Project described in the project application, the funding to be provided from funds provided by the State of Utah and the Participant on a matching basis, it is now necessary for the Division and the Participant to execute this agreement for the completion of said project.

PROJECT EXECUTION

Total Project Cost (minimum) $80,000.00
Total Amount of State Funding $40,000.00

1. The Division will make payment of $20,000.00 to the Participant from funds appropriated by the 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 180 calendar days; and that the project will be completed on or before December 31, 1994. This payment is 50% of the approved funding. The balance of $20,000.00 shall be paid to the
participant upon receipt of documentation of total project expenditures in a form satisfactory to the Division. State funds shall not exceed 50% of total project costs.

2. The Participant will use all monies received under this agreement for the execution of the project as described in the Riverway Enhancement Program application which is made part of this agreement.

3. The Participant shall comply with all applicable Federal and State Statutes and will be responsible for obtaining necessary permits and approvals prior to commencement of the project.

4. 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, and relative to, the execution of this project subject to and in accordance with the provisions of the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The Participant agrees that the project area acquired and/or developed pursuant to this agreement shall not be converted to other than public outdoor recreation use without written approval of the Director of the Division.

6. Management and maintenance of facilities acquired or developed pursuant to this agreement are the sole responsibility of the Participant; however, the Participant
shall maintain all facilities and property in a safe, usable, and attractive condition.

TERMINATION

1. The Participant may, upon written notice to the Division unilaterally rescind this agreement prior to the commencement of the project upon refunding all monies received under this agreement. 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.

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 under this agreement to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of this part.

2. 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.

FURTHER, the Participant shall diligently prosecute all phases and aspects of the subject 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:

MOAB CITY

Name of Participant

By

Authorized Officer

MOAB CITY

Mayor

Title of Signing Officer

UTAH DIVISION OF PARKS AND RECREATION

By

Director

APPROVED AS TO AVAILABILITY OF FUNDS

By

Budget Officer

APPROVED DIVISION OF FINANCE

By

Authorized Officer