

FI 85
2/2001
Division of Finance



Contract # 022369
Assigned by the Division of Finance

This cover sheet is to be used if you are not using the Standard Contract Agreement FI 84.

STATE OF UTAH CONTRACT COVER SHEET

This contract is entered into as a result of:

- The procurement process on bid # _____
- The procurement process on requisition # _____ FY _____
- Pre-approved sole source (approval attached)
- Agency grant, land purchase, DAS-Purchasing delegation
- Contract with other state agency or political subdivision
- Under \$2,000 (total amount per fiscal year)
- Agency exemption from DAS-Purchasing approval
- Revenue agreement

1. Agency Name: Natural Resources Agency Code: 560
Division: Wildlife Resources

2. General Purpose of Contract:
operation of Wildlife Resources bldg at the State Fairpark

3. Contractor Name: Utah State Fairpark

4. Contract Period: Effective Date: 02/12/2002 Termination Date: 12/31/2012

5. Authorized Amount: \$7,125.00

6. Vendor #: 25873A

7. Commodity Code(s): 98836

The Division of Finance will enter this contract in FINET prior to final review by Finance and Purchasing. While the review is pending, a copy of this contract form with the contract number will be faxed to your agency.

Denise Blaylock (801) 538-4854 538-4745
Agency Contact Phone Number Fax Number

022369

MEMORANDUM OF AGREEMENT

(UDWR Conservation Outreach at Utah State Fair Park)

This Memorandum of Agreement (MOA) is made and entered into this 12th day of February, 2002 by and between the parties known as State of Utah, Division of Wildlife Resources (UDWR) and the Utah State Fairpark (FAIRPARK).

WITNESSETH

WHEREAS, UDWR as the state's wildlife authority is legislatively mandated to protect, propagate, manage, conserve, and distribute protected wildlife throughout Utah and determine the facts relevant to the states' wildlife resources. In carrying out part of these mandates UDWR would like to enter into an agreement with the Utah State Fairpark to use the historic, stone building, erected at the Utah State Fair Park in approximately 1911, for purposes of conducting conservation outreach regarding the states' wildlife resources; and

WHEREAS, FAIRPARK as a quasi-state agency is mandated to become economically self sufficient and to maintain and operate the Utah State Fairpark for benefit to Utahns. UDWR desires to have conservation outreach occur from the Fairpark's historic, stone building and a fish pond constructed by UDWR in 1996 in order to market wildlife conservation to Utahns; and Utah State Fairpark would like to accommodate such activities provided the UDWR, in place of rent, agrees to maintain the building (inside and outside, the fish pond and adjacent lawn areas as described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is hereby agreed by and between the parties as follows:

1. UDWR will:

- A. Operate from and maintain on a year-long basis the historic Fairpark building and the existing adjacent fish pond for conservation outreach purposes, consulting with the Executive Director, or Director's Assistant, of FAIRPARK prior to staging any event or conducting any significant capital improvements as follows:
 - (1) Maintain facilities appearance, surface colors and outside decor at a high standard and coordinated with overall Fairpark appearance as recommended by FAIRPARK Management for use of the building; and
 - (2) Operate and maintain inside and outside surfaces of the building, the pond (fill, drain & clean) and associated fence, and comply with state Fire Code and other applicable federal, state or local laws.
 - (3) The aforementioned pond located south of the UDWR building nor any of its appurtenances are to extend northward beyond the south side of the building.
- B. Reimburse FAIRPARK \$1,050 which amounts to \$175 (\$0.83 per 750 gallons

used to fill & operate for 20 days a 158,219 gallon pond--includes an annual 8,219 gallon adjustment for evaporation) for each of the 6 times the pond was filled during the years 1998 (filled 2 times), 1999 (filled 2 times, 2000 (filled 1 time) and 2001 (fill 1 time).

Remittance by UDWR will be initiated by an invoice from FAIRPARK.

(1): This practice of paying FAIRPARK \$175 per filling of the pond for the water used, including evaporation, will occur annually into the future, rather than installing a separate water meter to measure the water volume. The current rate of \$0.83 per 750 gallons can be adjusted to equal the actual rate paid by the FAIRPARK to its water provider.

Annual remittance by UDWR will be initiated by invoice from FAIRPARK.

- C. Reimburse FAIRPARK \$500 annually for weekly lawn and grounds maintenance (fertilize, weed control, mow & trim and water grass) in the fenced area of the pond and around the building. The cost for the annual care as described above will be re-negotiated each spring.

Annual remittance by UDWR will be initiated by invoice from FAIRPARK.

- D. Reimburse FAIRPARK for reasonable costs of maintenance service to restroom #25, or comparable restroom, during UDWR sponsored events. (Historic building is to be used only by UDWR for their State purposes. UDWR shall not sub-lease the historic building to anyone for any other purpose). FAIRPARK will assume restroom service during the Utah State Fair or other "charge events" or "free events" sponsored by FAIRPARK or others, even though UDWR may be invited by FAIRPARK or others as an event provider.

Annual remittance by UDWR will be initiated by invoice from FAIRPARK.

- E. Provide security at the Fairpark, but only during UDWR sponsored events, to prevent damage by UDWR event participants to other Fairpark buildings and facilities. UDWR will be responsible for such damage that can reasonably be demonstrated that in all likely hood was caused by UDWR's negligence in failing to provide adequate security. All damages must be reported in writing by FAIRPARK to UDWR within 48 hours of an event. FAIRPARK will provide security during the Utah State Fair or other "charge events" or "free events" sponsored by FAIRPARK or others, even though UDWR may be invited by FAIRPARK or others as an event provider.
- F. Hold FAIRPARK harmless for injury to the public at the Fairpark during UDWR events, unless negligence by FAIRPARK results in said injury.
- G. Hold FAIRPARK harmless for any damage to UDWR's constructed pond its

appurtenances or injury to the public from use of the pond, including any and all injuries occurring when UDWR has no scheduled events, unless negligence by FAIRPARK results in said damage or injury.

- H. Post on or nearby to the entry of the Fairpark's historic stone building a list for event times relative to fish pond & shooting trailer operations during the Utah State Fair.

2. FAIRPARK will:

- A. Facilitate year-long opportunity for UDWR to use and maintain Fairpark's historic, stone building, the existing adjacent fish pond and other displays for conservation outreach purposes only as follows:
- (1) FAIRPARK will advise UDWR's Director in writing of any concerns regarding UDWR's use of Fairpark facilities or events at the Fairpark; and
 - (2) When conflicts between a "charge event" and "free event" occur, FAIRPARK will do whatever is reasonable to accommodate both, but if an equitable solution cannot be found, the "charge event" will take precedence. Notification by FAIRPARK to UDWR event being canceled must occur in writing at least two weeks prior to the scheduled event, or as soon as possible after the Fairpark becomes aware of conflict.
 - (3) Cost, other than during the Utah State Fair or other "charge" or "free" events sponsored by FAIRPARK or others, for water to fill UDWR's constructed pond as described in Part 1.B.(1); for lawn and grounds maintenance as described in Part 1.C or for restroom maintenance service as described in part 1.D must be invoiced by FAIRPARK to UDWR. Semiannual invoices from FAIRPARK must be received by UDWR prior to July 5 for services between January 1 through June 30 and prior to January 5 for services between July 1 and December 31.
- B. Provide water to fill UDWR's pond as described in Part 1.B.(1);
- C. Conduct lawn and grounds maintenance as described in Part 1.C.;
- D. Make restrooms #25, or comparable restrooms, available for use by participants in UDWR sponsored events, while maintaining those restroom facilities as described in Part 1.D.
- E. Provide 80 complimentary Utah State Fair passes for UDWR employees and volunteers to staff UDWR conservation outreach activities (40 for the UDWR building's personnel & 40 for the fish pond's personnel) during the Utah State Fair.
- F. Fairpark will work with UDWR in trying to keep the volume down on the speaker

022369

on the northeast corner of the building, and the Fish Pond (southwest corner).

3. **Mutual Cooperation**

A material consideration for the parties entering into this Agreement is their commitment of continued cooperation in developing and promoting conservation outreach activities at the Utah State Fairpark.

4. **Benefit**

This MOA is binding upon the parties hereto and their assigns under the following conditions. Should UDWR not be able to maintain the historic building and surrounding areas as above described, this MOA becomes null and void. The Utah State Fairpark reserves the right, due to continuing efforts to make the Fairpark self-sufficient, to cancel this MOA with 90 days written notice to UDWR.

In witness whereof, UDWR and FAIRPARK have entered into this MOA at the date of signing.

UTAH DIVISION OF WILDLIFE RESOURCES

Cynthia Jensen 4/2/2002
Kevin Conway, Acting Director Date **ACTING DIRECTOR**

Greg Sheehan 3/29/02
Greg Sheehan, Financial Officer Date

UTAH STATE FAIRPARK

Donna Dahl 4-10-02
Donna Dahl, Executive Director Date

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE



State of Utah
Department of Natural Resources
Division of Wildlife Resources

Contract No. 022369
Amend No.

CONTRACT INFORMATION

Date March 7, 2002

Vendor No. 25873 A
Vendor Utah State Fairpark
Address 155 N. 1000 W.
City Salt Lake City State UT Zip 84116

Description of work to be completed: agreement between the fairpark and the Division of Wildlife Resources regarding operation of the wildlife building at the fairpark.

Receivable Payable Land Acquisition MOU Easement/Right of Way

DELIVERABLES (reports, products, materials):

Item (any item with follow up or required deliverable):	Due Date(s)
_____ payment of \$1,050 for water use	when invoice arrives
\$175 for yearly water use	invoices due July 5 and Jan - 5
\$500 for yearly grounds maintenance	" " "

Effective Date Feb. 12, 2002 Total Amount to be Received/Paid ~~_____~~ \$1,050.00
Expiration Date _____ \$175.00
\$500.00

uc

Org	Appr Unit	Activity	Rept Cat	Project	Account	Amount
5034	RFH	LEAD	2AE2		6171	

Contract Monitor Mam Hadley
Section Chief/Regional Supervisor Approval [Signature]

wpr/rcvbcont put ending date as 12-31-2012 with amount of 7,125.00 for 1st 10 years.