

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

UTAH STATE UNIVERSITY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **UTAH STATE UNIVERSITY**, a state-owned institution of higher education of the state of Utah (“USU”). County and USU may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. USU a state-owned institution of higher education of the state of Utah.

D. USU has requested TRCC Funds from the County to help it fund the project described in its application attached hereto as **EXHIBIT A**. More specifically, USU requested TRCC Funds to help fund renovation of its USU Bastian Agricultural Center Equine Arena Improvement Plan (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse **five hundred thousand dollars (\$500,000.00)** to USU from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . USU'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. USU acknowledges that the TRCC Funds provided to USU under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) USU shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by USU to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) USU shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If USU's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that USU will make a matching contribution toward the purpose for which TRCC Funds will be used by USU under this Agreement, USU shall make the matching contribution so indicated in the amount specified in USU's Application. If USU fails to make and expend such a matching contribution prior to **September 30, 2024**, the County may require repayment of TRCC Funds from USU for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. USU shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **September 30, 2024**. Additionally, if USU uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, USU shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. USU shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and September 30, 2024**.

F. Request for Reimbursement. USU shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2024**.

H. Recordkeeping. USU agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on USU's books. USU shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. USU shall make its books and records available to the County at reasonable times.

I. Public Funds and Public Monies:

(i) USU agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in USU's possession.

(ii) USU, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. USU understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. USU expressly agrees that the County may monitor the expenditure of TRCC Funds by USU.

(iii) USU agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by USU under this Agreement, and the accounting of such use. If the County requests an audit, USU agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. USU agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from USU for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. USU represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. USU represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and USU, including the adoption of any necessary resolutions or ordinances by the

County and USU authorizing the execution of this Agreement by the appropriate person or persons for the County and USU, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon USU’s full expenditure of the TRCC Funds received under this Agreement and upon USU’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, USU’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and USU Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that USU’s obligations under this Agreement are solely to the County and that the County’s obligations under this Agreement are solely to USU. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of USU or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. USU and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and USU agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor USU will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, USU shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) USU's breach of this Agreement; (ii) any acts or omissions of or by USU, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) USU's use of the TRCC Funds. USU agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to USU for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to USU under this Agreement beyond that date will be null and void. This

Agreement places no obligation on the County to contribute TRCC Funds to USU in succeeding fiscal years. The County's obligation to contribute TRCC Funds to USU under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of USU, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify USU of such non-funding and the termination of this Agreement. However, in no event, shall the County notify USU of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to USU under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of USU to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by USU on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to USU of the occurrence thereof.

(b) USU no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to USU under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by USU under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to USU; and/or

(b) Seek repayment of any TRCC Funds previously paid to USU under

this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to USU and have been expended by USU for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or USU that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to USU.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. USU shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. USU shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and USU, including the adoption of any necessary resolutions or ordinances by the County and USU authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and USU, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of USU warrants his or her authority to do so and to bind USU. The County may require USU to return all TRCC Funds paid to USU based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

By **Craig J. Wangsgard** _____
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
Date: 2023.03.09 13:05:04 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE USU

UTAH STATE UNIVERSITY

By Corinna Knowles

Name: Corinna Knowles

Title: Grant & Contract Officer

Dated: 08/03/2023, 2023

Attest:

N/A

_____, USU Secretary

Date signed: _____

Approved as to Form and Legality:

USU ATTORNEY

By Ryan Brady

Name: Ryan Brady

Dated: 08/08/2023, 2023

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

Utah State University/Bastian Agricultural Center
USU Bastian Agricultural Center Equine Arena Improvement Plan

Jump to: [Application Questions](#) [Documents](#)

\$ 500,000.00 Requested

Submitted: 7/6/2022 5:43:48 PM (Pacific)

Project Contact

Joshua Dallin
Joshua.Dallin@usu.edu
Tel: 435-797-1425

Additional Contacts

none entered

**Utah State University/Bastian
Agricultural Center**

1415 Old main Hill
Logan, UT 84322-1415
United States

Vice President of Extension

Kenneth White
ken.white@usu.edu

Telephone 435-797-1425

Fax

Web www..extension.usu.edu

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- TOUR - Tourism Project Support
- PRT - Parks, Recreation and Trails Support
- CFSP - Cultural Facilities Support
- CON - Convention Facilities Support
- Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- North Planning Area
- West Planning Area
- East Planning Area
- Southwest Planning Area
- Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

In 1862, the Morrill Land-Grant Colleges Act was signed to fund the establishment of a new college in each state. These schools promote higher education and practical learning to people of all classes and walks of life, especially in rural life. In 1888, the Agricultural College of Utah was founded as the state's land-grant institution. The Utah Cooperative Extension

Service, part of Utah State University was founded in 1914, bringing research-based knowledge to people, including youth in every county in the state.

The Bastian family, in concert with USU Extension, has founded the Bastian Agricultural Center, which is dedicated to educating the public about contemporary agriculture and inspiring future generations through education and programs in science, engineering, and technology applied to agriculture. The indoor and outdoor arenas are home to several statewide, regional, and national horse, livestock, and dog shows. In addition the center serves as a location for multiple diverse community events. The center is located at the former Salt Lake County Equestrian Park and Event Center in South Jordan.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

Utah State University has worked with equestrian and event experts inside and outside of the university as well as a variety of user groups to collect feedback on the growing demand and needs of the community to design plans for increased arena space and functionality.

To better meet the needs of the variety of users, USU will relocate and update 3 equestrian arenas. Updated facilities will include additions to support a wider array of user groups. Improved/added facilities will allow for team roping and horse/cattle cutting events that will increase the competitive advantage to attract larger and more diverse equestrian events. To support equestrians who need exercise facilities for racehorses, an exercise track will be added. This will be a welcomed addition as the current racetrack will no longer be in use. Lastly, to allow for increased use of arenas, included equine therapy improvements will be made to accommodate more year-round use.

The current arenas are spread in a variety of locations around the 120 acres of the Bastian Center. Proposed improvements will move all arenas to the southwest area of the park to enhance the flow and efficiency of the arenas. Per feedback from local leaders and equestrian park users, these changes will encourage larger events to come and take advantage of the improved space.

Professional estimation of total cost is \$1,089,491.00. USU is requesting \$500,000 from TRCC funding to help offset total costs. USU believes that the return of investment will be significant to the TRCC program as these improvements will allow for significant growth and attraction to the area.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

The increased population of Salt Lake County and the larger Wasatch Front has reduced the number of public equestrian arenas available for public use, personal use, riding clubs, and large scale equestrian events. A most recent example is the Legacy Events Center in neighboring Davis County which no longer serves any equine or livestock amenities. Salt Lake County's decision to transfer the ownership of the South Jordan Equestrian Center to USU was the first step in preserving the unique legacy that this community resource provides.

Proposed improvements to the facilities will increase the capacity resulting in not only maintaining the current uses but the ability to expand the offerings to a wider demographic of users. Enhanced facilities will assist in the overall sustainability of the venue by attracting larger events to be held in the area.

Proposed improvements to the equestrian areas would put a major focus on accommodating team roping, reining, and cutting events. It would also allow more usable space for increasingly popular dog shows, festivals, and other events.

All of these improvements will fit within the county's visions and principles as they will allow for a venue that serves the citizens that reside in Salt Lake County while it additionally entices others from outside the county and State to come utilize the improved facility in turn assisting to bolster the surrounding local economy through restaurant, hotels, gas, and other purchases.

6. Provide evidence of local support and community need justifying the project

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

In November of 2021, Salt Lake County collected public input through public meetings and online surveys. The results of the survey demonstrate public concern about the loss of outdoor arenas and the track. This project will not only keep but improve the outdoor arenas. Relocation and better footing management will increase the efficiency and overall use of the arenas. It will also provide a more sure footed and safe environment for the equine, livestock, and other animals that use the them.

Many current equestrian users expressed losing the race track as a primary concern as they use it for the training of horses. To accommodate race horse training, an exercise track will be added through this project. This track will surround an existing arena and will serve as a safe and effective training solution. Forrest Acres located in Smithfield, UT made similar adjustments and saw great success. We are confident that this will be another great accommodation to those both locally and out of county.

The Salt Lake County survey also included many positive responses to the suggested improvements to the facilities. Specifically, county residents look forward to expanded educational opportunities that the improved facilities will bring to support equestrian activities.

Since USU's start of ownership in March of 2022, the Bastian Agricultural Center leadership team has had the opportunity to share improvement ideas with the Salt Lake County Council, members of Salt Lake County Mayor Jenny Wilson's leadership team, Senator Micheal McKell, Senator David Hinkins, South Jordan City Mayor Dawn Ramsey, Sandy Mayor Monica Zoltanski, and others. All of these individuals have expressed their excitement for the proposals and what it means for the constituents that they serve.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Each year tens of thousands access the Bastian Center's indoor and outdoor arenas. The primary limitations of the current facility are lack of availability, weather and proper equipment/arena set up ability for specific events both equine and non-equine related. The requested improvements will allow for increased capacity for individuals, groups and events without overbuilding the spaces to not be used with high frequency. Moving the arenas and exercise track closer together will meet the needs of USU by allowing the future development of the Bastian Ag Center and increase the efficiencies of the day to day upkeep of the arenas.

Arena improvements will provide increased usage by allowing for riding during the colder months and by providing shade during the hotter times of year. Enhancing the equipment and changing the arena footing will allow the diversity of events to increase. Specifically the improvements will allow USU to host popular roping, reining, and cutting events that include cattle. Improvements will also enhance usage for non-equine related users.

In just 2022 alone, the USU Bastian Center has seen a major increase in non-equine related event inquiries. The overall restructure of arenas would allow for more accommodation of these events.

The overall layout of the Bastian Agricultural Center provides adequate space for many to come compete in or attend events. With room to grow through mentioned improvements, the anticipated projection is a thirty percent increase of event bookings. This growth would have a direct correlation on the economic return to the county by those coming to the Bastian Agricultural Center.

8. Detail how the project is integral to your organization's mission.

As the land grant university for Utah, Utah State University has a three fold mission of research, teaching and Extension (service). USU Extension provides research-based programs and resources with the goal of improving the lives of individuals, families and communities throughout Utah.

This project is integral to our mission of providing programs and learning experiences to the community. In addition to serving the general public, these arenas will provide a resource for USU Extension 4-H Clubs and USU equine/livestock education programs. These programs are directed by university faculty and coordinators with the assistance of trained volunteers.

Improvements will significantly increase the ability to serve active duty military members, veterans, and their families by offering sessions designed to promote wellness and personal growth. Close proximity to the George E. Wahlen Department of Veterans Affairs Medical Center in Salt Lake and Camp Williams in Bluffdale Utah will allow Equine Encounters, equine-assisted learning programs, that will allow veterans and military families the opportunity to explore wellness principles while interacting with horses.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

USU has anticipated the build out of the Bastian Agricultural Center for several years. To prepare for this we have held funds in reserve to use as matching funds to support improvements. Additionally, we are the beneficiary of generous support from the Bastian Foundation who have pledged their support for this project.

USU manages several building projects at our campuses across the state. USU facilities works with our USU Business Services Department to manage the cash flow for these projects.

10. Document your ability to raise additional project funds.

The USU Advancement team has the knowledge and skills to match the passion of donors within the areas they want to make an impact in. Their ability to craft exceptional gift and engagement experiences for our alumni and donors will be utilized to connect people with this project in a meaningful way. This project provides the unique opportunity to present a giving option for non-formal, community based programs in Salt Lake County.

The Bastian Agriculture Center is a top priority for USU Extension and the USU College of Agriculture and Applied Sciences. Because of this ranking, we will use our team of grant proposal specialists and development officers to assist the local Bastian Center team to raise any additional project funds required.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

Kristie Freeland, USU Bastian Center Operations Director, has been employed by the Equestrian Park for over ten years. Through analysis and a deep understanding of equestrian user wants, Kristie has helped project that the proposed arena projects would yield a 30% increase in ability and interest of events hosted. These estimates are based from event and rider requests.

The Bastian Center already currently serves as a major draw for individuals and families to visit the County and local communities. With many similar venues continuing to close their doors across the state, the 30% projected increase in usage and attendance may be a modest underestimate. Improvements to the facility are sure to bolster the local economy through hotel stays, fuel purchases, restaurant attendance, and other local business support.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. What is the site location of your project?

Please provide as specific of location details as possible.

USU Bastian Agricultural Center, 2100 W 11400 S, South Jordan, UT 84095

18. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The Utah State University Bastian Agricultural Center (formerly known as the Salt Lake County Equestrian Center) is a 120 acre agricultural facility. The Center has served and continues to serve as an exceptional location for a myriad of events.

The Bastian Agricultural Center has a main indoor arena that is 150' x 300' with a floor that totals 45,000 square feet. There are retractable bleachers with seating for 3,000. Flooring can be placed over the dirt floor for shows with vendors. The footing in this arena is extremely versatile and can be prepped for a variety of equestrian disciplines, including barrel racing, roping, jumping, reining, flat-work showing, and more. The indoor arena is used year round for many events that serve the community.

In addition to the indoor arena, five outdoor arenas are currently spread throughout the facility. They range from simple warm-up arenas to a lighted, 5,000-seat rodeo arena. Additionally, one of the outdoor arenas features a 39,000 square foot cover with a crow's nest, complete sound system, and bleachers that seats up to 1,000 people.

In an effort to be more versatile and to also create space for additional future agricultural components of the Bastian Agricultural Center, improvements, adjustments, and relocation of arenas are a must. These proposals will promote versatility and will also allow for increased usability to serve more audiences.

The benefits of the Bastian Agricultural Center to Salt Lake County and beyond are:

-Increase usership by the local community in facilities and opportunities at the site.

-Increase in educational programming and opportunities designed to improve the lives of Salt Lake County residents.

-Increase recreational opportunities for residents in an urban area.

-A continuation of the majority of programming and events that existed at the Salt Lake County Equestrian Park and Event Center.

-A commitment to continue to work with and serve the equestrian community in Salt Lake County while broadening the reach of the facilities to serve additional residents.

-A commitment from Utah State University and the Bastian Family Foundation to support the facility long term.

-Partnership in and a reduced timeline for the development of a multimillion-dollar facility and resource in Salt Lake County.

-A commitment to protect portions of the Equestrian Park and Event Center as open space.

Utah State University owns the facility. A copy of the deed will be provided.

19. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

Project Preparation: September 1, 2022

In order to be shovel ready by January 1, 2023, USU Bastian Agricultural Center directors will work closely with BluLine Design's architectural firm to have finalized placement of arenas, access roads, and the exercise track planned and ready for execution.

Through the use of Utah State University experts and an arena footing specialist, proper footing selection will be made and ordered.

Projected Start Date: January 1, 2023

Ground work will begin for the overall prep for new arenas. This process will be carried out through hired professional contractors who will carry out excavation based on plans drawn out from BluLine designs.

Once a proper arena base is installed, new arena footing will be laid over the base by the excavation company. The footing will then be groomed in and worked by the Bastian Agricultural Center staff.

Bastian Agricultural Center staff will then work to encircle the footing with Powder River Arena panels.

*The above process will be done one arena at a time to allow for scheduled events and public riders access to the most arenas possible. By approaching the shifting of arenas this way, we hope to always have 6 arenas in operation.

It is anticipated that the arenas will be fully completed by December 31, 2023.

It is exciting to note that arena project completion will set the groundwork for an additional cover to be placed on one of the newly built arenas. The hope of this future addition is that it will add to the overall versatility of the Bastian Center for all types of event interests.

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

The Bastian Agricultural Center utilizes several sources of funding to support the future capital maintenance and operating expenses. These include:

User/event fees. Funds will continue to be generated through user fees that are generated from riding passes and riding club usage fees. Additional revenue will be generated through existing and new events.

Salt Lake County generously provides financial assistance to USU to subsidize operating costs for providing access to community members to use the facility. Improvements that are proposed in this grant ask will better serve community members with more options for equestrian and non-equestrian activities and options.

The Bastian Family Foundation has pledged ongoing support for maintenance and operating expenses of the arenas and

larger center efforts for the next 14 years.

21. Provide project management information including key personnel and their experience.

Josh Dallin- Bastian Agricultural Center Director and USU Extension Associate Professor- Josh has been a USU Faculty member for over 10 years. He is an award winning professor and researcher specializing in Livestock, Equine, and Agriculture. As Director of the Bastian Agricultural Center, Josh is working closely to help realize the dream of the Bastian Family along with carrying out the mission of Utah State University to serve the community, county, and state by providing unparalleled and unique agricultural experiences for all to enjoy.

Kristie Freeland- Bastian Agricultural Center Director of Operations- Kristie has been the Director of the former Salt Lake County Equestrian Park for over 10 years. Kristie brings unparalleled experience in event management, facilities operations, and financial analysis. Kristie has a personal connection with the Bastian Center Equestrian users and event attendees. Kristie's knowledge and experience are key to the correct growth and pathways of the Bastian Agricultural Center.

Stewart Pope- Bastian Agricultural Center Equine Maintenance Manager- Stewart is the magician behind the scenes that helps to ensure that the facility is running like a well oiled machine. Stewart has vast knowledge of the equine industry in all aspects and disciplines. Stewart is able to look through the lens as both a facility manager and an equestrian. His knowledge will be key as arenas are constructed.

Austin Smith- Bastian Agricultural Center Equine Operations Supervisor, Equine Footing Expert- The Bastian Agricultural Center is fortunate to have Austin Smith as one of our newest employees. Though Austin is new to the Center, he is definitely no stranger to the equine industry. Austin calls South Jordan home and has traveled across the country working for multi-million dollar trainers. Austin brings to the team a unique perspective and understanding of what works well at other facilities. His outlook will be key as we ideate the best scenarios for arena placement, usage, and discipline set-up.

Michelle Merrill, Utah State University Extension Director of Development- Michelle is Utah State University's most decorated Development Officer. In just 2021 alone, Michelle brought in an incredible 46 million dollars to Utah State University. Michelle is committed to the Bastian Agricultural Center and is excited to help steward potential additional donors. She is also vital in the continued stewardship of the Bastian Family Foundation.

Cory Shupe- Landscape Architect, Bluline Designs- Cory and his team have been key players since the idea of the Bastian Agricultural Center was born. Cory understands both the vision of the Bastian Family and the mission of Utah State University. As he designs he always has the best in mind for the project as a whole. Cory is personally vested in the project as he calls Salt Lake County home and looks forward to attending many events at the Bastian Agricultural Center.

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

Attached is a preliminary conceptual design of the proposed arena movement and placement.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

Attached is a professional estimate provided by BluLine Designs

24. Type of tourism promotion services

-answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

26. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources

Required? **Attached Documents ***



[TRCC Grant Bastian Ag Center Arena Improvement Plan](#)

section above)
[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget



[USU Organizational Budget 2018](#)
[USU Organizational Budget 2019](#)
[USU Organizational Budget 2020](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[2017 Needs Assessment](#)
[2021 Survey](#)
[Parks and Rec Needs Assessment](#)
[Letter of Support- South Jordan City](#)
[Letter of Support- Bastian Family Foundation](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

[Cost Estimate](#)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Deed](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

[Architectural Document](#)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[Professional Cost Estimate](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

[Project Budget](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 409793

Become a [fan of ZoomGrants™](#) on Facebook
Problems? Contact us at Questions@ZoomGrants.com
©2002-2023 GrantAnalyst.com. All rights reserved.
"ZoomGrants" and the ZoomGrants logo are trademarks of GrantAnalyst.com, LLC.
[Logout](#) | [Browser](#)

EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 1,089,491.00
Total Funding Sources	\$ 589,491.00
County Funding Requested	\$ 500,000.00
Projected Surplus/(Deficit)	\$ -

Date: March 6, 2023

Project Name:	Bastain Agricultural Center Equestrian/Event Area
Applicant Name:	Joshua Dallin
Contact Name:	Joshua Dallin
Contact Email:	Joshua.Dallin@usu.edu

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 500,000.00	Professional Excevation Services, Professional Arena Placement
Consultants/Professional Services	\$ 43,280.00	Professional Services from BluLine Designs and USU Extension
Permits/Fees	\$ -	
Equipment > \$5,000	\$ 450,500.00	Arena Base, Arena Footing, Panels, Gates, Concrete
Administrative Overhead	\$ 89,491.00	USU federal negotiated rate of 21.8%
Contingency		
Other	\$ 6,220.00	3% effort for Principle Investigator on Project
Total Project Budget	\$ 1,089,491.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 500,000.00		\$ 500,000.00	USU has \$500,000.00 cash-on-hand that they are committed to matching for
Pledges	\$ 89,491.00		\$ 89,491.00	USU Extension along with the Bastian Family Foundation had pledged to cover
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 589,491.00	\$ -	\$ 589,491.00	