



Contract Review and Approval

Contract Title/Description: Arts Master Plan TRCC Matching Grant

Contractor/Vendor: Salt Lake County
 Contract Begin Date: Upon Execution
 Contract End Date: 12/31/23
 Account Number: 100240 532551 25004
 Contract Price: \$40,000 (Grant Funds Receiving)

Approved as to:

Content: *Small P*
 Owner / Project Manager
 Bid Summary Included: Yes N/A Emergency exception Document attached
 Payment remittance required Yes N/A

Department Director: *Small P*
 Name

Form: *Rae W. Joseph*
 Attorney for the City

Budget: *Sunil Naidu*
Sunil Naidu (Apr 5, 2023 17:10 MDT)
 Finance Officer

Strategy: *Don Tingey*
Don Tingey (Apr 5, 2023 17:11 MDT)
 Director of Strategy & Budget

Office of the CM: *Dustin Lewis*
Dustin Lewis (Apr 7, 2023 09:17 MDT)
 ACM

Original Received:

City Recorder: *Anna Christensen*
 City Recorder

Contract Number: 2023-0078

Retention: GRS-667 PERMANENT RETENTION

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF SOUTH JORDAN

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 **CITY OF SOUTH JORDAN**, a municipal corporation of the State of Utah (“City”). County and City 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. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City has requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program—to help it fund the project described in its South Jordan application attached hereto as **EXHIBIT A** (the “Project”). More specifically, the City requested TRCC Funds to help fund an Arts Master Plan. 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 Forty thousand dollars (\$40,000.00) to the City from its 2023 TRCC Funds—all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City 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) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to develop the Project as described in EXHIBIT A, (application) and EXHIBIT B, (project budget).

(ii) The City 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 the City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's Cultural Facilities Support Program Application. If the City fails to make and expend such a matching contribution prior to **December 31, 2023**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2023**. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City 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. Request for Reimbursement. City 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.

F. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2023**.

G. Reporting Requirements. The City 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/>, no later than December 31, 2023.

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

I. Public Funds and Public Monies:

(i) The City 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 the City's possession.

(ii) The City, 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. The City 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. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City 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 City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City 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. The City 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. The City 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 the City, including the adoption of any necessary resolutions or ordinances by the

County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, 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 the City’s full expenditure of the TRCC Funds received under this Agreement and upon the City’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, the City’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 the City 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 the City’s obligations under this Agreement are solely to the County and that the County’s obligations under this Agreement are solely to the City. 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 the City 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. The City 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 the City 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 the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City 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) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The City 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 the City 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 the City under this Agreement beyond that date will be null and void. This

Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City 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 the City, 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 the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City 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 the City 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 the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The City 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 the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City 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 the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City 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 the City and have been expended by the City 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 the City 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 the City.

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. The City 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. The City 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 the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, 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 the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City 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: 2023.03.02 11:56:25 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF SOUTH JORDAN


By 
Gary Whatcott (Apr 8, 2023 08:58 MDT)

Name: Gary Whatcott

Title: City Manager

Dated: 4/8/2023, 2023

Attest:


Anna Crookston, City Recorder
Date signed: Apr 10, 2023

Approved as to Form and Legality:

CITY ATTORNEY

By 

Name: Ryan W. Loose

Dated: April 5, 2023

EXHIBIT A
Program Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

City of South Jordan
#1 - Arts Master Plan - CFSP

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

\$ 40,000.00 Requested

Submitted: 7/5/2022 5:40:47 PM (Pacific)

Project Contact

Abigail Patonai
apatonai@sjc.utah.gov
Tel: 8014464357

Additional Contacts

none entered

City of South Jordan

1600 W Towne Center Dr
South Jordan, UT 84095
United States

Telephone 8014464357
Fax
Web www.sjc.utah.gov

Director of Strategy & Budget

Don Tingey
dtingey@sjc.utah.gov

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.

The City of South Jordan is one of the fastest-growing cities in Salt Lake County. As of January 2021, the population was 79,200 with a buildout population estimated at 120,000 residents.

The City of South Jordan provides a variety of recreation and art programs including youth and adult recreation programs (softball, soccer, golf, tennis, pickleball, etc.), senior programs, SoJo Race Series, and a variety of art programs including chalk art, local artist displays, writing contest, outdoor art displays, adult art classes, and local theater. Services are offered at various locations throughout the City including parks, South Jordan Community Center/Senior Center, Mulligans Golf and Games, and Gale Center of History and Culture. The South Jordan City Council, South Jordan Arts Council, and staff believe there are additional opportunities to incorporate art within the community and to further engrain arts and culture in its identity.

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.

This is priority number one of two applications.

The City of South Jordan is seeking funds to evaluate and expand the arts master plan as the current plan accounts for minimal expansion of its art program. The goal of the City is to create an independent Arts Master Plan in January 2023, separate from its existing South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Master Plan (02/21/2017).

In 2019, the City of South Jordan advertised a Request for Proposals for an Arts Master Plan. Unfortunately, the proposals received were both over budget (\$30,000 and \$92,000), and the project was suspended. Although these proposals are three years old, project estimates should still fall between the submitted amounts. The City has appropriated a budget of \$40,000 and seeks a match of \$40,000 by TRCC Support Program, for a total project cost of \$80,000.

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 City of South Jordan shares the CFSP Vision of providing Salt Lake County residents with facilities and programs focused on enriching the community with arts and cultural activities in the southwestern portion of the county. Furthermore, Salt Lake County's Arts and Culture Master Plan (10/2020) recommends collaborating with local art agencies to look for ways to promote their program offerings and opportunities. The City's current programming is minimal and the City seeks to expand its offerings to the growing community with the information gathered from the Arts Master Plan.

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.

South Jordan Journal

South Jordan Arts Council

See attached documentation (Press Coverage 1-5, Council Letter).

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

The purpose of the Arts Master Plan is to develop a plan that would assist the City of South Jordan in planning and providing appropriately sized programming, services, and facilities for the community. The City was able to grow its attendance in programs and classes prior to 2020; however, due to the restrictions of COVID-19, the City had to suspend or cancel programs and classes in 2020 and 2021. Attendance numbers for 2022 were observed to be lower than pre-pandemic attendance.

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

The application submitted for the TRCC grant supports the City of South Jordan's Strategic Goals & Objectives "DAOS-4 OFFERS a variety of park amenities, recreation and art programs, and community events, for all ages and abilities" and hopes to significantly increase the annual number of registered participants in City Arts programs each year once developed.

In addition, the following vision statement was established by the South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Advisory Committee:

To provide and enhance comprehensive parks and open space, recreation programs, facilities, events, and services in response to the changing needs of our community.

As the plan is implemented, this simple statement should guide decisions and actions related to parks, recreation, community arts, open space, and trails in the city.

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.

The City has budgeted \$30,000 in the 2022-2023 General Fund under the Recreation/Event Program division. An additional \$10,000 in funding is anticipated under the City's "Round It Up" program in which utility customers can elect to have their monthly utility bill rounded up to the nearest dollar and the increment is donated towards funding the arts. The City is seeking a match of \$40,000 from the TRCC Support Program. As the City pays the consultant, it will seek reimbursement from TRCC Support Program and reinvest reimbursement until project completion.

10. Document your ability to raise additional project funds.

The City of South Jordan has been successful in raising donations for the art programs through various avenues including the City's "Round It Up" program, one-time and monthly increments (\$1, \$3, \$5, \$10), and private donations. The "Round It Up" program totals by fiscal year (July-June) are as follows:

Fiscal Year Amount

2019 \$2,792.27

2020 \$5,948.88

2021 \$8,659.38

2022 \$10,000*

*Actuals not available at time of grant application submission but estimated Totals

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

The purpose of the Arts Master Plan is to help provide strategic and fiscal planning in an effort to significantly grow arts programming for residents in the southwestern quadrant of the county. Once completed, the Arts Master Plan will work in tandem with the Strategic Priorities (see pages 10-11 of the 2022-2023 Tentative Budget of the City of South Jordan) developed by the City. The City will incorporate program budgeting and priority-based budgeting for the programs, services, and facilities identified by the Arts Master Plan.

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

Strategic Consulting with Experience in the Arts Industry

14. Goals and objectives of consulting services

The City of South Jordan's goal is the expansion of the Arts programming throughout the City. The City's objective of the consulting services is the creation of an in-depth Arts Master Plan, independent of the South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Master Plan (last updated 02/21/2017), and will be a representation of the values, identity, and spirit of the South Jordan community.

15. 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.

The selected Consultant shall complete the execution of the items listed below. This effort involves the creation of a Public Arts Master Plan, which is to include, but not be limited to the following:

- Work closely with the City's Associate Director of Parks and Recreation and respond with the provision of needed information and feedback as well as assist in the coordination of the delivery of any product as necessary.
- Produce a written Master Plan that is a detailed narrative and illustrative document that includes, at a minimum:
 - A vision statement and 10-year strategic plan for Public Art in South Jordan;
 - Define the roles of the City Council, Arts Council, and City staff in providing Public Art and art-related programming to City residents;
 - Suggested art programming opportunities;
 - Potential locations and opportunities for Public Art;
 - Process for commissioning, selecting, and acquiring artwork;
 - Standards for donated artwork;
 - Standards for administration, maintenance, and deaccession of artwork;
 - Identify best practices for funding sources in cities of comparable size.
- Plan, develop, and lead efforts to engage the community cultural stakeholders and the public in input sessions to influence the creation of the Master Plan. The selected Consultant will work with the City's pre-selected data science and survey

research consultant to develop surveys and other tools to gather data; tools and responses shall be provided as an appendix to the final document. City staff will assist in meeting coordination, invitations, and marketing of community input sessions.

- Perform an assessment of the City of South Jordan's assets and opportunities for public art, including potential locations. This is to include reviewing and becoming familiar with existing policies, documents, and local codes.
- Present a completed draft plan to the City Council for review and comments in a City Council study session. Modify the draft plan by incorporating City Council comments and suggestions and prepare a final plan document for adoption. Present final plan document to City Council in a regular City Council meeting for adoption.
- Provide an original and 25 copies of the adopted plan to the City, the original of all tables, charts, maps illustrations, and other graphics included in the adopted plan, the complete adopted plan text, compatible with the latest version of Microsoft Word, and any and all geographic data in a digital format compatible and coordinated with the City's Geographic Information System (GIS) data in geodatabase feature classes or shapefiles (The City's coordinate system is NAD 83 StatePlane US feet Utah Central).
- The consultant shall submit all completed products within six months of notice to proceed.

The timeline is estimated at 60 days to advertise, evaluate and award a new RFP to fulfill internal policy requirements. Once the consultant is given the notice to proceed, completion of the Arts Master Plan within six (

16. Payment schedule for the work and expenses.

I have uploaded a detailed project budget by a qualified professional to the Documents tab.

17. What is the site location of your project?

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

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

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

19. Scope of Work, including expected deliverable and timeline

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

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.

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

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

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

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

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

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

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

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 section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this

Required? **Attached Documents ***



[TRCC Project Budget Worksheet](#)



[Budgets](#)

application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

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)



[Press Coverage 1](#)

[Press Coverage 2](#)

[Press Coverage 3](#)

[Press Coverage 4](#)

[Press Coverage 5](#)

[Council Letter](#)

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

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

[Proposal Budget 1](#)

[Proposal Budget 2](#)

[RFP](#)

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

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)

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

TOURISM PROMOTION (REQUIRED): Detailed project budget

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$	80,000.00
Total Funding Sources	\$	40,000.00
County Funding Requested	\$	40,000.00
Projected Surplus/(Deficit)	\$	-

Date: March 1, 2023

Project Name: 2023-2023 Art Master Plan

Applicant Name: City of South Jordan

Contact Name: Janell Payne

Contact Email: jpayne@sjc.utah.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor		
Consultants/Professional Services	\$ 66,666.00	2019 RFP Estimated Cost at \$30k-90k
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead	\$ 6,667.00	10%
Contingency	\$ 6,667.00	10%
Other		
Total Project Budget	\$ 80,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 40,000.00		\$ 40,000.00	July 2022-June 2023 General Fund Budgeted Amount
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 40,000.00	\$ -	\$ 40,000.00	











Contract Arts Master Plan TRCC Grant Agreement 2023 - reduced

Final Audit Report

2023-04-10


Created:	2023-04-04
By:	Kaitlin Youd (kyoud@sjc.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9w7Gz7XJTOOirh6Dy5FBfkDsmEH7gZAg

"Contract Arts Master Plan TRCC Grant Agreement 2023 - reduced" History

-  Document created by Kaitlin Youd (kyoud@sjc.utah.gov)
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-  Signer rloose@sjc.utah.gov entered name at signing as Ryan W. Loose
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 Signer dtingey@sjc.utah.gov entered name at signing as Don Tingey

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✔ Agreement completed.

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