

County Contract No. _____
DA Log No. 23CIV000418

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF HOLLADAY

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 HOLLADAY**, 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. 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. City has requested TRCC Funds from the County to help it fund the project described in its City of Holladay application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund the Holladay City Park Historic Walk (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 **six hundred thousand dollars (\$600,000.00)** to 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. City acknowledges that the TRCC Funds provided to 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) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) 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 City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **March 31, 2026**.

Additionally, if City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, 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. Reporting Requirements. 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/>, detailing how the TRCC Funds were expended no later than **December 31, 2023, December 31, 2024, December 31, 2025 and March 31, 2026**.

F. 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.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **March 31, 2026**.

H. Recordkeeping. 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 City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

I. Public Funds and Public Monies:

(i) 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 City's possession.

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

(iii) 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, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from 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. 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. 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 City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and 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 City's full expenditure of the TRCC Funds received under this Agreement and upon 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, 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 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 City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to 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 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. 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 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 City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, 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) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. 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 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 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 City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to 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 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 City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify 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 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 City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

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

(b) Seek repayment of any TRCC Funds previously paid to 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 City and have been expended by 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 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 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. 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. 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 City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and 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 City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to 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:

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

Digitally signed by
Craig J. Wangsgard
Date: 2023.03.10
14:25:53 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

CITY OF HOLLADAY



By Robt Dahl

Name: Robert Dahlke

Title: mayor

Dated: April 6th, 2023

Attest:

Stephanie A. Carlson
_____, City Recorder

Date signed: April 6, 2023

Approved as to Form and Legality:

CITY ATTORNEY

By [Signature]

Name: Todd Gault

Dated: 4-6, 2023

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

**City of Holladay
Historic Walk in Holladay City Park PRT**

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

\$ 750,000.00 Requested

Submitted: 7/6/2022 8:27:28 AM (Pacific)

Project Contact

Holly Smith
hsmith@cityofholladay.com
Tel: 801-272-9450

Additional Contacts

none entered

City of Holladay

4580 South 2300 East
Holladay, UT 84117

Telephone 801-272-9450
Fax 801-272-9384
Web www.cityofholladay.com

City Manager

Gina Chamness
gchamness@cityofholladay.com

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 Holladay was officially incorporated on November 30, 1999, and although a relatively young city, the community's rich history dates back to 1847 as one Utah's earliest settlements. Today, the City's approximate 8.4 square miles is home to roughly 31,000 residents. Holladay offers easy access to not only the amenities of the metropolitan region but also the

nearby canyons and national forest areas. The community is well known for its unique residential properties nestled in heavily wooded areas of century old Cottonwood trees. Under the mayor-manager form of government, the Mayor and 5-member City Council, along with the City Manager and staff, are actively pursuing the implementation of projects and programs in support of the City's vision and general plan. Community driven goals include the enhancement of arts and cultural offerings, economic development, parks and trails, place-making, education, and livability, among other priorities.

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.

The City of Holladay requests \$750,000 of TRCC funds for the design-build of a Historic Walk in Holladay City Park. Located in the heart of the community in the city's historic and civic district at 4580 South 2300 East, the Historic Walk will provide visitors with an inspirational view of Holladay from its earliest beginnings to the present-day. This Historic Walk will be integrated within existing park infrastructure. Starting at the park arbor, guests will experience Holladay's history as they are guided through exhibits, displays, public art murals, a selfie-wall and ending at the Historic Casto House, listed on the National, State of Utah and City of Holladay Register of Historic Places.

The proposed project was recommended in the final findings of the "Holladay Museum/Exhibit Feasibility Study" completed in June 2022 with a grant from the Cultural Capital Facility Grant Program, administered by the Utah Division of Arts & Museums. The implementation of the study recommendations are proceeding in phases. The first phase includes the foundational research, concept programming and schematic plans for the entirety of the project plus the design and build of the Historic Walk and Casto House Enhancements. The estimated total project cost for this phase is \$1,000,000 with an 18 to 24-month completion timeline. The second phase will include the installation of displays and murals within Holladay City Hall and historic kiosks at strategic locations of interest throughout the community.

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 proposed project aligns with the Parks, Recreation, and Trails Support Program (PRT) principles:

- To ensure the legacy of parks and recreation throughout the County. The Historic Walk will honor the past and enhance the public's park experience, thereby making the park more valuable.
- To value professional parks and recreation organizations, community parks, recreation, trails organizations, and community participation. The proposed project will be guided by industry professionals with ample community resident-volunteer involvement.
- To enable and enhance the development of parks, recreation, and trail systems. The proposed project will enhance an existing popular park.
- To reflect and address the current and future needs of communities throughout the County. The proposed project reflects Holladay's desire to establish a historical experience and addresses it in a manner to meet current and future needs with a sustainable and cost-effective focus.
- To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams. The proposed project is the result of a recently completed feasibility study and is ready for implementation. The City chose the proposed project concept for its sustainable qualities and low long-term expenses. Holladay's existing funding and staff resources will ensure the project is properly maintained in the future.
- To value the need for addressing the wide range of facility types and trends. The proposed Historic Walk is a unique offering that reflects the preferences of up and coming generations, bringing enriching experiences to public spaces already populated by residents. Holladay has heard that some communities with traditional historic museums are struggling to maintain public interest and funding to support them, and more creative options, like Holladay's proposed project are desirable.
- To support projects that address the need for proper maintenance and/or upgrades of existing facilities and the construction of new facilities. The proposed project is an upgrade to an existing public park, integrating elements directly into existing structures and spaces.
- To support projects which enhance the ability of parks, recreation, and trail organizations to improve, expand and/or sustain programming. The Historic Walk enhances the park's expansion of new programming.
- To support projects exploring new ways to increase programming for nature and outdoor education. The Historic Walk is an outdoor education experience.
- To encourage projects that foster collaboration, regional partnerships, and shared funding. The Historic Walk will result from a collaborative research process to determine the stories that will be told as part of the exhibit experience.

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.

The proposed project's local support is evident in the Holladay Historical Commission's championship of establishing a historic experience for over the past 10+ years. Over the last several years, the Commission has led a grassroots fundraising effort for a historic experience by selling a book about Holladay's history written by a local author. Nearly \$4,000 in donations has thus far been raised to support of the implementation of this project. The Historical Commission continues to collect donations and has plans for a robust capital fundraising campaign now the feasibility study is complete and the City is moving forward with implementation. Please see included letter of support from Robert Falck, Chair of the Holladay Historical Commission.

Currently, there is no historical/cultural venue of this nature to meet Holladay's community need to provide a historical museum/exhibit experience. For this reason, the City initiated the "Holladay Museum/Exhibit Feasibility Study." The most notable outcome of the study is the identification of historical museum/exhibit experience concepts that are accessible, integrated within existing public spaces and sustainable. The three main project components identified in the study include an outdoor Historic Walk within the outdoor spaces of the popular City Hall Park; City Hall historic murals and artifact display cases in hallways that are frequented by the public for other purposes; and historical kiosks and displays at key locations throughout the community. These elements go beyond the traditional, historic museum setting and instead bring the experience of history directly to the public. Please reference included "Holladay Museum/Exhibit Feasibility Study" final concepts for more details.

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 proposed project is appropriately size to the capacity and needs of Holladay and the community. First, the project will require very minimal ongoing staff and operational support, as the Historic Walk will be available in a public park setting for all to enjoy. The City of Holladay has a very small staff of less than 20 full-time employees, as many core services are contracted with partner agencies. The City is very prudent in adding new staff team members, and it was the desire of the City Council to create a historic experience that would require little overhead. The proposed project fulfills this goal - it does not require operating hours, staffing or other typical operational costs or resources found in traditional museums.

Secondly, the proposed project meets the needs of the community. The Historic Walk provides a way for residents to learn more about the City's history in a public park space that is already regularly frequented by residents of all ages when using the park's facilities (pickleball courts, playground, and skatepark), attending special events (holiday celebrations and outdoor concerts), and supporting sports' games (little league baseball). The City estimates that the park is enjoyed by tens of thousands of people annually. By creating the historic experience in existing park spaces, the City is able to maximize its public benefit and investment.

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

The City of Holladay organization's mission statement directly calls for the preservation of history and supports how the proposed project is integral to the City: "The City of Holladay is committed to community, safety, and responsible growth, while preserving our charm, history, and iconic features, with open communication and quality services for all residents and businesses."

The project is also integral to the City's core values of preservation and quality of life.

"-Preservation: We're committed to preserving our charm and iconic features and celebrating our rich history of people, places, and stories.

-Quality of Life: We support the exceptional quality of life that is a hallmark of our community. We take pride in our unique neighborhoods, history, culture, high quality schools, and stunning tree canopy. Our natural environment, open space, arts, cultural offerings, and civic amenities work together to make our City an exceptional and safe place to live, work, and play."

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 estimated budget for the proposed project contemplates \$150,000 in unsecured funding. The Holladay Historical Commission is planning a robust capital fundraising campaign for the project, which will include solicitation of support from prominent community members, partner organizations, such as the Holladay City Foundation, local businesses and residents. The Commission's initial conversations with potential donors has been very positively received. If the fundraising goal is unmet, the Holladay budget reserve would be considered to fill the funding gap.

As for managing cash flow, the City has received prior TRCC awards and is experienced in managing reimbursement projects of similar magnitude as the proposed project. The City's Finance Department actively monitors the cash flow for our organization, including specific projects, with financial software. Given the 18 to 24-month project timeline, project expenditures will be spread out across that period of time and managed assuredly with cash-in-hand to cover the project. Holladay also has a conservative fiscal policy with a healthy reserve fund to cover unexpected needs.

10. Document your ability to raise additional project funds.

The community of Holladay has a proven track record of successful grassroots fundraising, and the City Council and Historical Commission have confidence that the Historic Walk in Holladay City Park will draw a similar community rally of support to raise additional project funds.

In 2014, the City of Holladay and the Holladay City Foundation, an established 501(c)3 nonprofit organization founded in 2012, partnered to build the first ever, community-built playground in Holladay City Park. At that time, the capital fundraising campaign was the most viable funding option to make the playground project a reality. The campaign kicked-off with a

\$75,000 lead gift and was followed by two generous business donations and multiple resident pledges to raise a total of \$150,000. The playground opened on July 4, 2015 and has since become a beloved destination for families.

Holladay envisions a similar successful outcome for the Holladay Historic Walk capital fundraising campaign.

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

The financial impact of the Holladay Historic Walk on our organization's future finances, includes, but is not limited to the following:

-If awarded the requested TRCC funds, Holladay will be able to implement the Holladay Historic Walk project; without this funding, the project likely wouldn't happen otherwise.

-After the project is constructed, the City anticipates ongoing annual maintenance costs will be manageable and fit within the organization's existing budget and staff resources. Major project components are expected to have at least a lifespan of 15-20 yrs+. The project concept was purposely selected with an eye toward sustainability and low-overhead and costs to the City; that same priority will continue through the design-build process.

-The Holladay Historic Walk will be a draw to the historic business and civic district, attracting more visitors and thereby, supporting local businesses adjacent to Holladay City Park and bolstering Holladay's sales tax base.

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.

Holladay City Park, 4580 South 2300 East, Holladay, UT 84117

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 City of Holladay owns the location of the proposed Holladay Historic Walk in Holladay City Park. The park site is the school grounds of the former Holladay Elementary School, which has since been renovated as Holladay City Hall. Please see attached purchase contract.

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.

Notice to Proceed

January 2023 - 1 month

Receive TRCC funding award notification and execute interlocal agreement.

RFP

February 2023-March 2023 -2 months

Select consultant through request for design-build proposals competitive process.

Preliminary Design-Build Schedule and Scope of Work

April 2023 to October 2024 - 18 to 24-months (start of construction will determine opening)

1. Project Kickoff

2. Research Input - 4 months

Deliverables: written report of content research, resource package organized by themes and prioritized with input by project team.

3. Concept Programming - 3 months

Deliverables: report with conceptual alternatives including bubble diagrams, written description of exhibit scenes, preliminary sketches and more detailed cost estimates and life-cycle cost goals.

4. Schematic Design Documents -3 months

Deliverables: package developing preferred alternative with content outline consisting of scenes and content groups, floor plan with scenes, elevations/ renderings/ visualizations, universal design and accessibility approaches, and updated life-cycle cost estimates for preferred alternative.

5. Design Development Documents - 4 months

Deliverables: documents with text titles and descriptions, graphic layout drafts, style, typography, color, finishes, major exhibit elements, exhibit drawings, scripts, detailed exhibit plan, architectural requirements, and material, color, finish sample board.

6. Construction Drawing and Permit Review - 2 months

Deliverables: 100% construction documents, fabrication details and permits.

7. Media and Exhibit Production and Casto House Enhancement - 4 months

Deliverables: production graphics and media, fabrication of structures, installation of elements, building preparation and improvements, planting of new softscapes.

8. Test/Adjust - 1 month

Deliverables: graphic source material is checked to verify completeness and quality issues with the exhibits addressed.

9. Soft Opening - 2 weeks

Deliverables: document feedback from public, empirical data and other monitoring.

10. Grand Opening

Deliverables: Public event to celebrate completion and opening of Historic Walk.

*Schedule will also include regular project team reviews and meetings, as well as City of Holladay approval times.

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.

For capital maintenance and ongoing expenses, the City will heavily weigh the project's cost estimates and life-cycle cost goals beginning in the concept programming step in the design-build schedule through the final selection of the preferred alternative. A detailed 5-year expense forecast is unknown at this time, however, the City is committed to creating a long-term maintenance budget plan.

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

Holladay Historical Commission

-The purpose and duties of the Commission include:

1. To provide advice and information to the City Manager regarding the identification and protection of local historic and archeological resources;
2. To work towards the continuing education of citizens regarding community history;
3. To research and preserve history of the areas that now comprise the City of Holladay and research and provide information regarding important historical figures that settled and lived in Holladay;
4. To sponsor events to share the history of the area with residents of the City; and
5. To research and preserve historic photographs and other media related to the area.

The proposed project helps the Commission fulfill all of these charges. Robert Falck, Chair, Sandy Meadows, Vice Chair, and the other 5-appointed members of the Commission are passionate volunteers that are committed to seeing the proposed project succeed. The Commissioners bring a wealth of valuable experience with other historic museums, extensive knowledge of local Holladay history and relationships with other historic organizations.

Dan Gibbons, Holladay City Council Member & Historical Commission Council Liaison

-Dan has degrees in history and law and was a trial attorney for fifteen years before serving for ten years as a judge in Salt Lake County. Dan is also a writer, publisher and currently practices law full time. He is also a member of the board of the nonprofit Good Samaritan Foundation, and the Rose Park Neighborhood Center, which provides services and support for refugees in downtown Salt Lake City. Dan's extensive volunteer activities related to eastern Europe began in the late 1980's when he sponsored several political refugees from the former Soviet Union through the Tolstoy Foundation Refugee Resettlement Agency. While serving as a judge, he began volunteering with the Leavitt Institute and USAID to help strengthen the rule of law in Ukraine. Since then he has traveled more than a dozen times to eastern Europe to lecture on the American jury trial at law schools in Kyiv, Kharkiv, Lviv, Chernivtsi and Odesa, Ukraine, as well as in several cities in Moldova.

Holly Smith, Assistant City Manager

-Holly has served with the City of Holladay for the past 11 years. As a member of the City's Executive Team, she provides a

range of complex project management and analytical support to the City Manager and City Council. Holly holds a master's degree in public administration from Northern Illinois University and bachelor's degree in urban planning from the University of Utah. She has served in the public sector her entire career and has worked at many levels of government including positions in city administration, county transportation programming, and regional planning. Holly specializes in grant proposal writing and fund administration.

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.

See attached document.

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.

The attached cost estimate was prepared by the "Holladay Museum/Exhibit Feasibility Study" consultant, Design Intent. This firm's partnership of Spencer Harris and Darren Farnes are proven, qualified professionals in the field of the planning, art, design and fabrication of visitor experience/exhibits.

The City of Holladay has a general fund balance that may be considered for additional project funds, should the need arise for cost overruns. (See organization budget documents included with this application.)

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? **Attached Documents ***

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)
[download template](#)



[City of Holladay TRCC Budget Worksheet](#)

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



[City of Holladay General Fund FY22-23 Budget](#)
[City of Holladay General Fund FY21-22 Budget](#)
[City of Holladay General Fund FY20-21 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)



[City of Holladay Final Concepts Museum Exhibit Feasibility Study](#)
[City of Holladay Letter of Support Historical Commission](#)

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

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

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

[City of Holladay Purchase Contract for City Park](#)

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

CAPITAL PROJECTS (OPTIONAL): Architectural

[City of Holladay Architectural Documents](#)

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

City of HOLLaday Cost Estimated by Qualified Professional

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

Application ID: 409305

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 1,000,000.00
Total Funding Sources	\$ 250,000.00
County Funding Requested	\$ 750,000.00
Projected Surplus/(Deficit)	\$ -

Date: March 3, 2023

Project Name: Holladay Historic Walk

Applicant Name: City of Holladay

Contact Name: Holly Smith

Contact Email: hsmith@cityofholladay.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 600,000.00	Area development, exhibits, graphics, signage, electrical, lighting, softscape
Consultants/Professional Services	\$ 80,000.00	Project management
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead	\$ 80,000.00	
Contingency	\$ 240,000.00	Research, design, content programming
Other		
Total Project Budget	\$ 1,000,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 96,000.00		\$ 96,000.00	Source: general fund reserves.
Pledges		\$ 150,000.00	\$ 150,000.00	Capital fundraising campaign including lead donor(s) and other donations.
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other	\$ 4,000.00		\$ 4,000.00	Historical Commission fundraising by book sales
Total Funding Sources	\$ 100,000.00	\$ 150,000.00	\$ 250,000.00	

CITY OF HOLLADAY

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING THE INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDS.

WHEREAS, the Salt Lake County receives fund pursuant to the Tourism, Recreation, Cultural Convention and the Airport Facilities Tax Act *Utah Code Ann. §59-12-601 et seq.* (“TRCC Funds”); and

WHEREAS, the City has requested TRCC Funds from the County to help fund its project known as the Holladay City Park Historic Walk (the “Project”); and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County to provide funding for its Project for the benefit of the residents of the County and residents of the City of Holladay;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain Interlocal Agreement between Salt Lake County and the City of Holladay, attached hereto and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to sign the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this 6th day of April, 2023.

HOLLADAY CITY COUNCIL

By:  _____
Robert Dahle, Mayor

[SEAL]



VOTING:

Matt Durham	Yea	<u>X</u>	Nay	___
Ty Brewer	Yea	___	Nay	<u>excused</u>
Drew Quinn	Yea	<u>X</u>	Nay	___
Paul Fotheringham	Yea	<u>X</u>	Nay	___
Dan Gibbons	Yea	<u>X</u>	Nay	___
Robert Dahle	Yea	<u>X</u>	Nay	___

ATTEST:

Stephanie N. Carlson

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 6th day of April, 2023.

RECORDED this 6th day of April, 2023.