

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**  
**for its Department of Community Services**

*and*

**OQUIRRH RECREATION AND PARKS DISTRICT**

**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 **OQUIRRH RECREATION AND PARKS DISTRICT**, a special service district of the State of Utah ("District"). County and District 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. District is a special service district and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. District has requested TRCC Funds from the County to help it fund the project described in District's application attached hereto as **EXHIBIT A**. More specifically, District requested TRCC Funds to help fund KOPFC Outdoor Recreation Pool Air Supported Structure and Upgrades (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 up to **Three Hundred Thousand Dollars (\$300,000.00)** to District from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

#### **2 . DISTRICT'S OBLIGATIONS AND REPRESENTATIONS.**

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

(ii) District 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. **Project Completion Deadline.** Recipient shall complete the project scope as outlined in District's TRCC Application hereto as **EXHIBIT A** by **March 31, 2025** Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. **Match Requirement.** If District's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that District will make a matching

contribution toward the purpose for which TRCC Funds will be used by District under this Agreement, District shall make the matching contribution so indicated in the amount specified in District's Application. If District fails to make and expend such a matching contribution prior to **March 31, 2025**, the County may require repayment of TRCC Funds from District for noncompliance with this provision.

E. Reimbursement Deadline. District 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. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2025**. Additionally, if it is later determined that District used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, District 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.

F. Reporting Requirements. District 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, 2024 and June 30, 2025**.

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

H. Public Funds and Public Monies:

(i) District 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 District's possession.

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

(iii) District 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).

I. 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 District under this Agreement, and the accounting of such use. If the County requests an audit, District agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. District agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from District 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.

K. Representations.

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

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

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

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. District 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. District 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 District, including the adoption of any necessary resolutions or ordinances by the County and District authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and District, 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 District warrants his or her authority to do so and to bind District. The County may require District to return all TRCC Funds paid to District 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: \_\_\_\_\_, 2024

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

By \_\_\_\_\_  
Robin Chalhoub  
Department Director

Dated: \_\_\_\_\_, 2024

*Reviewed and Advised as to Form and Legality:*

**Craig J.**  
By **Wangsgard** \_\_\_\_\_  
Senior Deputy District Attorney

Digitally signed by  
Craig J. Wangsgard  
Date: 2024.03.08  
12:35:17 -07'00'

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR DISTRICT

OQUIRRH RECREATION AND PARKS  
DISTRICT

By KS Schmidt

Name: Kevin Schmidt

Title: Executive Director

Dated: 4/1/, 2024



Attest:

Christene M. Johnson

Date signed: 4/1/2024

*Approved as to Form and Legality:*

DISTRICT'S ATTORNEY

By Rachel S. Anderson

Name: Rachel S. Anderson

Dated: April 9, 2024

**EXHIBIT A**  
**Application**

Salt Lake County  
Community Services  
TRCC  
**TRCC 2023 Support Program Application (2024 County budget)**  
Deadline: 6/16/2023

**Oquirrh Recreation District**  
**KOPFC Outdoor Recreation Pool Air Supported Structure and Upgrades**

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

**\$ 300,000.00** Requested

Submitted: 6/16/2023 6:28:32 PM (Pacific)

**Project Contact**

Norda Barrowes  
[nbarrowes@kopfc.com](mailto:nbarrowes@kopfc.com)  
Tel: 801-966-5555

**Additional Contacts**

[mmalmgren@kopfc.com](mailto:mmalmgren@kopfc.com)

**Oquirrh Recreation District**

5624 S Cougar Ln  
Kearns, UT 84118  
United States

Telephone 801-966-5555  
Fax  
Web [kopfc.com](http://kopfc.com)

**Executive Director**

Kevin Schmidt  
[kschmidt@kopfc.com](mailto:kschmidt@kopfc.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. Please select your support program category:**

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 list the project address if it is different than your business address. If the addresses are the same, then write "n/a".**

n/a

**3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.**

Oquirrh Recreation and Parks District is a Parks and Recreation Special District created back in 1962. The District does business as: Kearns Oquirrh Park Fitness Center (KOPFC) and serves as an ideal gathering place for healthy lifestyle seekers and those looking for family fun and recreation. The District boundaries cover all of Kearns Metro Township, and parts of West Valley City, Taylorsville City and West Jordan City. Along with those in the District's boundaries, we serve many from all over Salt Lake County and beyond.

The first indoor swimming pool was built in 1965, and the tennis center and courts followed in 1968. The next major expansion was in 1998 when the majority of the existing fitness center was built, including five additional pools (an indoor 50-meter pool,

an indoor recreation pool, an outdoor recreation pool, and an outdoor dive pool and an outdoor splash pool), cardio and fitness rooms, locker rooms, daycare facilities, classrooms, administrative and maintenance areas and an adjacent park. The splash pad was built in 2006. The Sprung Structure was added over the 50-meter pool in 2012. We have enjoyed providing programs for members and guests of all ages since the beginning. Our current youth programs include sports camps, swim lessons, competitive water polo and swimming teams, dance and much more. We have expanded our weight room with a 2-level weight and cardio wing.

We additionally offer pavilions and rental facilities to fit every occasion including group rates and special packages. KOPFC strives to bring quality and affordable events that create lasting memories including summer Friday night movie nights, winter Tri-series, and our Fire, Water, & Ice festival and fireworks.

We are a special district that serves members of our community both locally and attracts visitors from all over the state and country.

We serve a very diverse area (compared to many other areas in Utah). Demographics for our District are: White: 49.9%, Hispanic: 37.8%, Native Hawaiian or Pacific Islander: 3.3%, Asian: 3.29%, Multiracial (non-Hispanic): 2.5%, Black or African American: 2.38%, and Native American: .80%. Around 12% of the District population live in poverty. Senior Citizen are a predominate population that uses our recreation center. 28% of our memberships are held by Senior Citizens. We see a great amount of diversity in our

patrons at the Kearns Oquirrh Park Fitness Center.

We aim to enhance healthy lifestyles for the community through offering quality programs, activities, facilities, and education in a safe, fun, and friendly environment.

#### **4. Please provide us with your 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.*

Kearns Oquirrh Park Fitness Center is planning to modify one of our outdoor recreation pools by first replacing a 25 year old play structure, replastering the pool and putting up an air-supported structure to make the pool usable year round (Fall, Winter, and Spring in the structure and Summer with the structure removed). The project is necessary as our existing indoor teaching pool, which was built in 1965, is going to be closing winter 2023 due to structural issues. Losing this indoor pool will compromise vital programs that run year-round. Our swim lesson program among other programs that are offered exclusively in that pool will be affected by this closure. At this time, our facility cannot afford to tear down and build a brand-new teaching pool to replace the one we are closing. In an effort to provide continuity of service, we are covering the existing outdoor pool with an air supported structure and updating the play structure and replastering the pool to keep our important programs available to the community we serve.

The project will include the following:

- Re-plastering the outdoor pool
- Demo of existing concrete pillars/shade structures to make room for the structure
- Air-supported structure installation
- Tunnel connecting the air supported structure to the existing indoor 50-meter pool to have continual connection and protection from the weather elements
- Removal of a grassy area to provide additional pool deck and flat area to install the air supported structure
- New play feature

We have been gathering plans and estimates and this project is "shovel-ready". We plan on starting this project in September of 2023. A complete breakdown of costs/budget can be found later in this application.

#### **5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.**

*Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.*

Providing an air-supported structure to cover our current outdoor recreation pool is in alignment with PRT's vision to address opportunities needed to accommodate future needs and growth in the community. With the upcoming necessary closure of our vital teaching pool (due to its aging and structural issues), our facility will not be able to provide much needed programs which are imperative for the safety of our community. Our programs serve over 10,000 registrants in learning to swim and general water safety. In addition to the swim lesson program, which serves community members of all ages, we also have adaptive lessons for those with special needs and train hundreds of lifeguards throughout the year. Water safety, and community safety are needed to provide recreational safety not only at our facility, but all bodies of water a community member may be around. Drowning prevention and water safety is something to prioritize in the community.

The PRT principle of supporting projects that demonstrate readiness, feasibility, and sustainability through long-term funding streams qualifies us as a viable candidate for this grant. We are ready and have ensured the sustainability of this project, which is reflected in our budgeting.

The PRT principle of supporting projects which enhance the ability to sustain existing programming is in alignment of our goals to not have to cut existing programs due to an aging, unsafe structure. Our project also addresses the current needs of the community in Salt Lake County.

Kearns Oquirrh Park Fitness Center, along with the PRT principles, value professionalism and community participation in our programs. We value being a safe space for all members to not only recreate, but to learn life-long water safety skills. Educating water-safety benefits and elevates the quality of life of our community members enjoy. We are open to fostering collaboration and shared funding to provide the highest quality to our community.

The TRCC support program is positioned to provide an opportunity to help meet our facility's needs to carry out this much needed project. We look forward to the County's leadership and support in the development of carrying out this vision.

**6. Provide evidence of local support and community need justifying this 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.* Our project is supported by our board of directors, Kearns Metro Township (letter from Kearns mayor Kelly Bush included), Deputy Chief Levi Hughes, UPD Kearns Precinct letter included), URPA (Utah Recreation & Parks Association, Executive Director LeeAnn Powell letter included), UDPC (Utah Drowning Prevention Coalition, letter included), and other members and organizations of the community.

We have attached letters of support in the later section of this application.

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

We have 10,000-14,000 swim lessons taught annually. In 2021 we had 6,965 participants in group lessons and 7,000 participants in private/semi-private lessons. In 2022 we had 5,957 enrolled in group lessons and 5,874 in private/semi private lessons. We have attached attendance data in the "Documents" section of this application showing our lesson totals going back to 2015.

We have 11,000-15,000 participants annually in our water fitness classes. Water fitness classes we offer to our seniors in the community are important in the health and well-being of these members. We have attached attendance data in the "Documents" section of this application showing attendee totals going back to 2017.

The indoor teaching pool is also where we hold multiple trainings for lifeguards, trainings for swim instructors, and lap swimming and open plunge for the general public.

Our facility had over 390,000 patrons coming through our facility in 2022. We are an asset to the community, and help contribute to a higher quality of life for those that come through our doors. General attendance for our facility has been added to the "Documents" section of this application.

It is imperative to understand the impact closing our indoor teaching pool will have on the community. Looking at the attendance records of these programs will show how many people will be affected with the closure of our indoor teaching pool.

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

Kearns Oquirrh Park Fitness Center's mission is to enhance healthy lifestyles for the community through quality programs, activities, facilities and education in a safe, fun, and friendly environment. This project is integral to sustaining our existing programs on water safety education, and helping to elevate the quality of life to our community members. Not only our existing patrons, but with the growth of our community, many future patrons will be enjoying the professional and quality programs we offer.

Our values include:

Keeping in touch with our community

Outstanding programs and staff

Pride in what we do

Fun activities for all

Committed to do everything we can to make your visit a positive experience

This project we are working on aligns with our mission and values.

We are striving very hard to be fiscally responsible and provide these opportunities for the community for many years to come. By covering the pool with an air supported structure instead of building a new building we are saving the community from losing these programs and are able to do it at a fraction of the cost of building a new brick and mortar structure.

**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.*

1) How do you plan to turn unsecured project funding sources into secured sources?

Since having budgeted for this project in 2022 for the 2023 budget, input costs have increased such that completion of the

project would require an amount much greater than the budget. If this funding is not received, the project, which provides the public with access to invaluable aquatics education to community members in the District, may not be realized without reallocating funds critical to the previously budgeted maintenance of the facility.

2) How do you manage cash flow for the project?

Cash flow is managed through forecasting and budgeting. All revenues and disbursements are approved as stated in District policy. The District undergoes a full annual audit of financial statements and internal controls over reporting. All funds are tracked and measured in a sophisticated accounting system.

Capital is raised via usage fee revenue and property tax revenue. The District has the cash-in-hand to complete the project prior to reimbursement through the TRCC Program.

**10. Document your ability to raise additional project funds.**

The District has explored other grants but has not qualified. The project funds have been raised through usage fee revenue and property taxes paid to the District.

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

Because of the imminent closure of the District's oldest pool, without the use of an air supported structure to replace it, the District would lose approximately \$196,100 per year in revenue. By using an air supported structure, the District will save approximately \$111,497 per year.

## Project Details

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**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. 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 Oquirrh Recreation and Parks District owns and operates the Kearns Oquirrh Park Fitness Center (KOPFC), located in Kearns, Utah. The fitness center is located west of Kearns High School, and is bounded on the north by residential land use, on the west by Beehive Elementary School and on the south by Salt Lake County's Oquirrh Park. The Kearns Recreation Center, owned and operated by Salt Lake County, is located west of the KOPFC along Cougar Lane.

KOPFC is a full-service recreation and fitness center offering a wide range of facilities and programs to members and drop-in visitors.

The deed has been uploaded on the "Documents" section of this application.

**18. 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.*

Outdoor Recreation Pool Air Supported Structure and Upgrades timeline

June 2023 (post June 19)

Place play structure order

Sign Dome Contract (partial submittal for AHU order)

Place dome order



AHU/Generator gets ordered (Jan completion)  
Order Fabric (but don't start building dome)  
Sign Architect Contract  
Subs packets sent out  
60% Dome Payment due  
Sign quote for Pool Replastering

July 2023

Submittal Complete – (Final Dome size could vary by a few feet based on grade beam location around water piping)  
KOPFC to sign Submittal  
Sub Bids returned and reviewed

August 2023

Compass Contract Signed with Deposit  
Subs awarded contracts (concrete, electric, gas)  
Dome Fabric Delivered to our fabrication shop

September 2023

Removal of Shade pillars  
Removal of grass  
Install pool decking and stairs  
Start Grade Beam construction.  
Start digging on the Side with the water pipes  
Start to fabricate the dome (45-60 day completion)  
Electric work to be completed to the AHU site  
Gas to be run to the AHU site and Gen Site  
Receive play structure and begin installation

October 2023

Complete Grade Beam installation  
Start Dome Fabrication at shop based on final grade beam location  
Complete installation of play structure

November 2023

Continue fabricating dome and AHU  
Cushion month for grade beam construction run over

December 2023

Dome completed in our Shop Ready for Ship

January 2024

AHU build complete and tested in our shop  
Dome/AHU/Generator ready to ship (weather permitting)  
Dome/AHU/Generator Delivery – weather permitting  
Set AHU and Gen on site  
Hook up Electric and Gas to AHU and Gen

February 2024

Dome complete (weather permitting) - Most likely to be installed after summer 2024

March-May 2024

Plaster pool  
Test play structure and ready for Summer 2024 use

September 2024

Install tunnel  
Install dome and begin use

**19. 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.*

In an effort to maintain current and future capital assets, the District has focused intensely to recover costs through sound investment of nonworking capital and cash-on-hand, evaluation and increase of usage fees, leverage of property tax revenue, and favorable negotiation of contracts. The KOPFC Asset Management workbook is attached. It shows the District's future

capital replacement plan.

**20. Provide project management information including key personnel and their experience.**

This project is being overseen by the following KOPFC staff members:

Kevin Schmidt - Executive Director, 22 years parks and recreation project experience

Mike Malmgren - Controller, experienced accountant

Kurt Warren - Head Maintenance, experienced maintenance and HVAC professional

Brad Peercy - Aquatic Director, experienced aquatics professional

Shade demolition:

Grant Mackay Demolition Co.

Play Structure and plastering:

Play Space Designs

Deep Blue

Air Supported Structure:

Arizon Building Systems (since 1921)

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

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

Attached in the Documents section.

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

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

Attached in the Documents section.

**23. Type of tourism promotion services**

n/a

**24. Goals and objectives of tourism promotion services**

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

**25. Scope of Work, including expected deliverable and timeline**

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

**26. 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 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)

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

Required? **Attached Documents \***



[TRCC Budget Worksheet](#)



[Budgets - 2020-2023](#)



[Letter of Support Mayor Bush](#)

[Letter of Support URPA](#)

[Letter of Support Deputy Chief Hughes](#)

[Letter of Support UDPC](#)

[Water Aerobics attendance](#)

[Group Swim Lessons attendance](#)

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)

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

[Private Swim Lessons attendance](#)

[General Admission Attendance](#)

[Deed](#)

[Capital Maintenance Plan and Budget](#)

[Air Supported Structure](#)

[Tunnel](#)

[Play Feature](#)

[Quotes and Estimates](#)

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Application ID: 441792

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**EXHIBIT B**  
**Program Budget**



# TRCC Project Budget Worksheet

<b>Project Summary:</b>	
Total Project Budget	\$ 2,126,838.00
Total Funding Sources	\$ 1,826,838.00
TRCC Funding Requested	\$ 300,000.00
Projected Surplus/(Deficit)	\$ -

Date Prepared: 06/16/2023

Organization Name: OQUIRRH RECREATION AND PARKS DISTRICT

Project Name: KOPFC OUTDOOR POOL UPGRADES

Contact Name: DANIELLE NORMAN

Contact Email: DNORMAN@KOPFC.COM

### Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 1,728,278.33	Play feature, air supported structure, replaster outdoor pool, tunnel, demolition.
Consultants/Professional Services	\$ 174,730.00	General contracting fee for air supported structure.
Permits/Fees	\$ -	
Equipment > \$5,000	\$ -	
Administrative Overhead	\$ 217,329.67	Contingency for entire project
Contingency	\$ -	Shipping of play feature.
Other	\$ 6,500.00	
<b>Total Project Budget</b>	<b>\$ 2,126,838.00</b>	

### Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 1,826,838.00	\$ -	\$ 1,826,838.00	This is the approved budgeted amount for the proposed project.
Pledges	\$ -	\$ -	\$ -	
Grants (excludes TRCC request)	\$ -	\$ -	\$ -	
In-Kind Donation	\$ -	\$ -	\$ -	
Capital Reserve	\$ -	\$ -	\$ -	This represents ALL District funds for future operation and capital projects.
Debt Issuance	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	
<b>Total Funding Sources</b>	<b>\$ 1,826,838.00</b>	<b>\$ -</b>	<b>\$ 1,826,838.00</b>	