

**INTERLOCAL COOPERATION AGREEMENT**

*between*

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

*and*

**CITY OF SOUTH SALT LAKE**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **CITY OF SOUTH SALT LAKE**, 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 application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Historic Scott School Arts and Community Center Programming and Design (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 **One Hundred Thousand Dollars (\$100,000.00)** to City from its 2024 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. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **December 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 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 **December 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. 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. All requests for reimbursement under this Agreement shall be made on or before **March 31, 2026**. Additionally, if it is later determined that City used 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.

F. 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, 2024 and December 31, 2025**.

G. 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 in the 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.

H. 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).

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 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.

J. 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.

K. 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: \_\_\_\_\_, 2024

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

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

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

*Reviewed and Advised as to Form and Legality:*

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

Digitally signed by Craig J. Wangsgard  
Date: 2024.09.26 11:21:21 -06'00'

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY**

**CITY OF SOUTH SALT LAKE**

By Cherie Wood

Name: Cherie Wood

Title: Mayor

Dated: November 4, 2024

Attest:

Ariel Andrus

South Salt Lake, City Recorder  
Date signed: Nov 06 2024

***Approved as to Form and Legality:***

CITY ATTORNEY

By Josh Collins

Name: Joshua T. Collins

Dated: November 4, 2024

**EXHIBIT A**  
Application

Salt Lake County  
Community Services  
TRCC

**TRCC 2023 Support Program Application (2024 County budget)**

Deadline: 6/16/2023

City of South Salt Lake

**Historic Scott School Arts and Community Center Programming and Design**

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

**\$ 100,000.00** Requested

Submitted: 6/16/2023 3:56:18 PM (Pacific)

**Project Contact**

Sharen Hauri  
[shauri@sslc.gov](mailto:shauri@sslc.gov)  
Tel: 8014646771

**Additional Contacts**

[jengar@sslc.gov](mailto:jengar@sslc.gov), [lallen@sslc.gov](mailto:lallen@sslc.gov)

**City of South Salt Lake**

220 E Morris Ave #200  
Salt Lake City, UT 84115  
United States

Telephone 8014646771

Fax

Web [sslc.gov](http://sslc.gov) and [sslarts.org](http://sslarts.org)

**Mayor**

Cherie Wood  
[mayor@sslc.gov](mailto:mayor@sslc.gov)

**Application Questions** [top](#)

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

**Project Overview**

**1. 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".**

3571 S 500 East

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

History:

The Historic Scott School is a cultural legacy dating back to John and Mary Pugh Scott's pioneer family who settled here in 1849. The first school here was built soon after in a log cabin. In 1890, the Scott School building was built and remains today the oldest continuously operating school/education facility in the Salt Lake Valley. This pioneer school became Granite High School in 1907. When the new high school was built to the south, Granite High continued to add buildings here and use Scott School for arts, auto shop, and even gym classes. Since that time, a variety of different organizations have offered different classes on this campus, with an emphasis on the arts, crafts and pioneer skills. Granite High School was demolished in

2017, leaving Scott School as the sole remnant of this rich history. It is a major anchor to a cultural corner at 3300 S 500 East that complements the County's new Granite Library to the south.

The city acquired the property in 2007 with the assistance of a SL County ZAP grant. The city completed an initial assessment and master plan in 2009. It completed a more thorough programming and concept design for all the buildings in 2015, with help from Salt Lake County's Cultural Facilities Support Program. From there, occupancy changed with the Promise SSL program growing, the Arts Council strengthening and the Pioneer Craft house moving out in 2021. Subsequently, in 2023 the city undertook a major remodel of the Redwood Building to update and reorganize the interior of the building and make upgrades to site access and the parking lot. These projects include CDBG funding and a focus on supporting underserved communities.

The property is protected by a SSL City Historic zone designation and a Historic Preservation easement owned by SL County. The Scott School building was denied an honorary National Register designation in the 1980s due to significant alterations and has been largely untouched since.

Location: The Historic Scott School Campus has 15,500 square feet of space in 5 buildings on 1.7 acres located at 3271 S 500 E. It includes:

- Two major buildings: Historic Scott School (7400 sf) used by community for arts, culture and gathering in classrooms, arts studio. Redwood Building (5100 sf) used by Promise SSL for youth programs.
- Three support buildings – Cottage (1700 sf), Wood Shop (800 sf), Annex (500 sf), currently for used by community partners for basic needs services and also specialized art classes.
- Great Lawn – green space for art, activities, music, gatherings, sports.
- Courtyard – outdoor classroom and dining with picnic tables, garden boxes and sculptures.
- Historic arboretum collection with over 50 unique trees including elm, sequoia and redwood
- Parking and bus stops

Programs and Services:

Under South Salt Lake City's control for the last 16 years, it has become a place of learning, culture and connection used by Promise SSL, Recreation, Arts Council and community partners, such as Westminster College and Mosaic. These entities host programs including youth afterschool and summer activities, basic needs services (food and hygiene bank, resource referrals), adult education (such as ESL), cultural celebrations and arts classes. The core community is the families who participate in Promise and who join in for events, trainings and celebrations. The SSL Arts Council hosts several arts classes weekly, including free and low cost classes for adults, seniors and you

#### **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.*

Historic Scott School Community and Arts Center has been a community hub for over 130 years. This project reinforces our commitment to its past and future.

The funding will pay various consultants to inform the design and construction with 5 goals in mind:

1. Accommodate expanded SSL Arts Council funding, programs and partners.
2. Support present and future uses by updating a 2009 master plan and 2015 building design to reflect new users have changed and completed projects.
3. Meet the new International Building Code as well as more stringent seismic, energy efficiency, and accessibility expectations.
4. Preserve the memory of Granite High School and Pioneer Craft House, which both held classes for decades.
5. Restore buildings with goal of earning landmark or National Register designation.

Planning + Design Scope (this project):

- Arts Program Strategic Plan - \$40,000
- Historic Collection Exhibit and Interpretive Design - \$25,000
- Building Condition Assessment and Code Compliance review for all 5 buildings - \$25,000
- Architectural Design Program, Concept and Schematic Designs (excludes Redwood Building) - \$100,000
- Facilities Operations and Maintenance plan - \$10,000

Construction (future phase - 2025 to 2030)

- Scott School building – (Construction: 2025-27. Funding: State and Local) - interior and exterior remodel Increasing usefulness for community and cultural purposes. Concept designs have been prepared, and can be brought to construction documents by mid 2024 to bid and construct in 2025.
- Cottage, Shop and Annex support buildings (Construction: 2028-30. Funding: Local). Scope: Interior remodel to be more functional and self sufficient (adding bathrooms, HVAC); Exterior stabilizing and maintenance.
- Discussion and preparation of historic designation application(s)

This complements four phases of renovations currently and funded by SSL with CDBG funds to upgrade spaces for programs that support low-income residents.

- Redwood Building interior remodel – ADA, health, safety, and function.
- Site and Access Improvements- Parking, lighting, fencing, utilities, landscape.
- Redwood Building exterior repairs - Wood cladding, windows and shake roof.

- Utilities update – water, sewer, power

Cost:

The city will contribute 50% (\$100,000) toward the proposed project (city FY24-25). Construction fundraising will include requests the city, County, State of Utah, and preservation program grants.

**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.*

South Salt Lake's goals for parks and recreation align closely with the County's CFSP and 2020 Arts & Culture Master Plan.

Value professional arts organizations

The school has connected people to the arts for over 130 years. South Salt Lake Arts Council, has proven its value in the last decade as it has brought art to the community as a whole and given it a reputation as arts leaders.

Enable the development of local arts communities

This building will become the SSL Art Council permanent home. It can showcase art performance and achieve but more importantly, be a place for everyone to engage in the arts as a creator. It would provide a platform for artists to share their work with a wider audience and for teachers to share skills with budding artists and crafters.

Reflect the current and future needs of communities

Preserve this legacy of this site shows that our community values the arts and the role that Granite High and Pioneer Craft House played in cultivating that culture in South Salt Lake. This plan allows us to adapt, creatively, to current interest of participants and reshape a center that has always been a heart of our community.

Value the needs of individual artists and non-profit arts organizations

We currently utilize non-profit partners, such as Bad Dog Arts, to support our Creative Arts for Life and Creative Aging programs. We recruit local artists to instruct and develop new programs. Additional space will enable us to expand class offerings as well as provide space for exhibitions, performance arts, markets, and other opportunities for individual artists to create and present their work.

Projects which demonstrate readiness, feasibility, and sustainability

South Salt Lake is committed to supporting the Arts Council and the Historic Scott School Arts and Community Center. A decade of growth and change has proven that we are willing to make the effort on both programming and capital improvements.

Projects which address the need to maintain and upgrade existing facilities

This is finally the time to take care of the critical repairs and upgrades – we have aligned programs, funds and staff to take this to the next level.

Projects which enhance the ability of arts and cultural organizations to expand programming

The Art Council mission is to unite the SSL Community through art. One classic example is Kintsugi Healing, taught by a first-time instructor with a passion for helping people grieving.

Utilize cultural facilities as a tool for the sustainable cultural and economic development of the county

Adding the Historic Scott School to the National Register of Historic Places would be an asset for tourism and validate the boosters of Granite High School, who are an active and vocal all around Utah.

**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.*

South Salt Lake's population of 26,000 is among the most diverse socially and economically in Utah. The City has grown from a first-tier suburb of single family homes to a diverse urban village with a new downtown and streetcar neighborhood on the rise. The city has fully embraced its niche, offering varied and affordable housing that attracts a diverse demographic. We are growing at 3% (approx. 750 residents) annually. Over 2,000 residential units have been built in the past 5 years and 1,200 units more being permitted or built. Most of these units are new multi-family units, with a young population eager to participate in arts and culture.

The City of South Salt Lake is committed to embracing serving our whole community and embracing its diversity – a range of ages, abilities, incomes, ethnicities and origins. We lead the nationally recognized for the Promise South Salt Lake, which supports low-income youth and families, a majority who are immigrant and refugee, to increase education, health, and income. The free program served 115 low-income K-12 students in 2022. They come from elementary, junior and high school schools with the largest percentages of refugees in Granite School District. Promise SSL is our city's primary tool for

community development and the community centers are the hub of our work, often made possible by partnerships. Mosaic Interfaith Ministries, a new partner to this campus is providing services and classes to very low-income households here. We operate a joint food/hygiene/clothing pantry together and have expanded services for adults and parents that served over 408 individuals last year.

The Arts Council continues to grow its classes and its home-grown events, Mural Fest (10 mural artists and 4,000 attendees), Craftoberfest, (3000 attendees). We do many activities with partners such as Tracy Aviary (Paint in the Parkway), Bad Dog Arts, Clever Octopus (Maker's Mart) and more. In 2022, we started "Celebrate South Salt Lake" to celebrate heritage and art in South Salt Lake by giving various groups mini-grants, space and coaching on hosting an event at a community center, including HSSC. Since developing the Creative Industries Zone in the downtown area, we have seen the number of artists, makers and creators multiply and we want to offer additional places to showcase their work.

Letters of support have been attached from community partners, support and elected officials.

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

Nonprofits have been providing craft activities in Historic Scott School for several decades. As we post-pandemic programming starts to come back online, South Salt Lake has been expanding the activities provided to offer a much broader array of programming and services for youth and adult community members and reduced the cost barrier associated with attending. In its current state, the Scott School building has a maximum capacity of 49 individuals for programming, Redwood building has 49, Jewelry Shop building has 36, Pottery building has 12, and Flute Shop building has 16. These individual buildings make up the Historic Scott School, where we run Promise SSL afterschool and summer school programs, community events, family nights, and food and resource pantries and health clinics thanks to our partnership with Mosaic Interfaith Ministries.

Last year SSL served 1,200 community members through arts programming and Promise SSL served 1,500 youth and families at our community centers. With a population of 25,000, 10% of SSL residents access our community centers for programming. As Historic Scott School programming demands grow, we anticipate this being one of our largest community centers with youth, arts, and cultural programming, and as the population of SSL continues to grow, more space for community programming will become essential.

Future interior renovation projects will help restore and update the buildings, open up space for additional occupancy, and preserve much of its historic presence. In the meantime, our goal is to determine the greatest community programming needs and fully utilize the space of the community center for public use.

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

South Salt Lake (SSL) describes itself as a "city on the move" and has been investing substantial resources into revitalization and building a safe, clean, and beautiful community for our diverse resident population. SSL is home to many refugees, immigrants, and new Americans. We embrace our diverse population and understand that in order for our residents to thrive they need access to community spaces and resources to gather, celebrate, and educate.

South Salt Lake has a track record of creating successful programs that serve our community and residents, Promise South Salt Lake serving as a proud example. What began as an initiative in 2012 to support youth education through afterschool programs has grown into a City Department with over 100 partners. Promise SSL serves 1,500 youth and families each year through dynamic, highly specialized community and out-of-school programming with academic and prevention focus at 14 neighborhood centers throughout the community. Promise SSL has a goal to provide cradle to career youth services and wrap-around family and adult services.

SSL has three community centers designed to help residents network, learn new skills, and enjoy their recreation time in a safe and constructive environment. They are open to the public and host programs run by our Recreation Department and Arts Council. They also provide space for the public to gather and host celebration events around the rich cultural diversity in the city and provide educational opportunities for others to learn about and through different cultures.

The Historic Scott School has a long history of providing cultural programming, and the planned renovation will honor that history and open the community center up to the public to celebrate all cultures through events, programming, and educational activities. For many years the South Salt Lake Community Center (previously the Columbus Center) was SSL's only community center to serve the public. Through the acquisition of the Historic Scott School, we have more than doubled our community center footprint. Our goal through this TRCC grant is to determine precisely what programming will best serve our diverse community through free and low-cost programming, and further fulfill SSL's mission to provide public spaces for the public to gather, celebrate, and educate.

**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.*

This project has secured funding for 100% of the city's FY2024 match (\$100,000). It is included in the City of South Salt Lake FY 2024 budget as follows:

1. SSL Arts Council - \$50,000 (GL 10-69-430-25)
2. SSL Capital Expenditures Fund - \$50,000 (GL 40-80-796-00 Capital Projects Design)

For cash flow, we will utilize the city's General Fund, which is sufficient to operate the adopted budget with the anticipated revenue. Significantly, the operations of the Arts Council has steadily risen, and Facilities are held relatively steady each year for the last 10 years. The Facilities management and maintenance team has grown by 2 FTEs in the last 2 years to help address expanded use of every city building and to tackle deferred maintenance.

1. SSL Arts Council FY24– \$152,000 (GL 10-69-430-24 (operations budget)
2. SSL Arts Council FY24 Payroll is within the overall Neighborhoods Department for 2 FTEs. (10-69-110-00)
3. SSL General Fund Facilities Maintenance: FY24 \$51,200 (GL 10-50-650-05 through -15)
4. SSL Facilities Payroll FY24 \$475,000 (GL 10-50-110-00)

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

Our team has a successful track record of funding both Capital Improvements projects and community programs. We have a prudent habit of applying for matching funds for most initiatives, with the goal of not only reducing the financial burden, but also boosting the collaboration and creative results. We are successful because we tailor projects to the needs of the community and deliver results. This earns favor with city leaders and residents as they appreciate that we are maximizing their tax dollars. In FY 23, donations and grants this included approximately 25% of the Arts Council, 90% of the Promise SSL budget and 30% of the Facilities Capital Expenditures budget.

In addition to the city budget, we plan to pursue a State of Utah Legislative appropriation, other State funds through the Certified Local Government program, and private Historic Preservation incentives. We also intend to continue to work this project through Salt Lake County's Cultural Facilities Support program of the TRCC funds for construction matching funds.

The city also intends to pursue Certified Local Government Status through the State Historic Preservation Office if this project is funded, in order to secure future technical assistance and funding.

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

The city has an annual Capital Expenditure Fund budget, General Fund budget to support design and construction. This design project has received funding in the FY 2024 budget adopted on 6/14/2023.

Facility maintenance and operations are a separate issue, and are manageable within the city's existing budget. The city currently maintains the property and anticipates the upgrades will effectively reduce the facilities' operations budget. Program funds for Promise SSL and the Arts Council are annually appropriated and include full coverage of administrative staff. Arts Council programs have a boost of xx from the city's RDA in FY 2023, which is expected to grow in future years to support the city's reputation and commitment to the arts, including programs at Scott School as well as MuralFest and Craftoberfest.

## **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**

Arts programs and operations, exhibit design, architectural design plus engineering.

### **14. Goals and objectives of consulting services**

The 5 primary goals of this project, summarized in Question 4, are to create a master plan and designs that:

Goal 1: Accommodate expanded SSL Arts Council programs and partners, reflecting growth in funding and participation.

Objective 1: Boost the "cultural corner" at 500 E / 3300 S as a destination with the arts, library, and small local businesses and restaurants.

O 2: Expand number and diversity of regular classes and program in visual and performing arts, using the Historic Scott School classroom, meeting room and art studio.

- O3: Expand cultural / community events hosted at this campus and establish several traditions and annual events.
- O4: Increase participation in the arts for youth and families currently using the campus for education, enrichment and basic services.
- O 5: Become a home base / office for Arts Council staff.
- O 6: Infuse new creative uses into the site. Examples could include artist in residence, craft market, craft entrepreneur classes.

Goal 2: Support present and future uses by updating a 2009 master plan and 2015 building design to reflect new users have changed and completed projects.

Objective 1: Buildings have more functional and adaptable spaces, such as classrooms, multipurpose rooms and studios. This includes the necessary equipment, such as sinks, pumps, dryers, etc.

- O 2: Buildings have quality support spaces, such as restrooms, kitchens, lobby spaces, storage.
- O 3: Designs are flexible to adapt to future uses and users.

Goal 3: Meet the new International Building Code as well as more stringent seismic, energy efficiency, and accessibility expectations.

Objective 1: Buildings are stabilized and safe.

- O 2: Buildings are accessible and welcoming.
- O 3: Buildings are energy efficient and on a regular maintenance schedule.
- O 4: Buildings are designed with building/fire code in mind to ensure uses match the capacity.

Goal 4: Preserve the memory of Granite High School and Pioneer Craft House

Objective 1: Granite High Archives are stored on-site (currently at city hall) and are easily accessible to public for review and for rotating displays.

- O 2: A collection of Pioneer Craft House artifacts are returned to campus, archived and displayed and rotated regularly.
- O 3: History and culture are interpreted with signage indoors and outdoors to promote the community's and school's rich history.
- O 4: Granite High building artifacts are publicly visible (such as concrete frieze)
- O 5: Campus is promoted and utilized for alumni reunions and visitation,

Goal 5: Improve buildings to earn historic landmark or National Register designation.

Objective 1: Historic Scott School building is restored and renovated according to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

- O 2: Other buildings are renovated sensitively to contribute to this status.
- O 3: The city is informed and prepared to begin conversations on pursuing historic designations.

### **15. Scope of Work, including expected deliverable and timeline**

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

This project will be led by a joint city project manager team between Arts Council and Facilities. This project will begin upon award of funds, assumed to be January 1, 2024. Each component of the project is expected to take 6 months to complete, with two months for procurement (RFP, selection, contracting) and four months for the project deliverable.

As the city and county have differing fiscal years, the goal is to complete this within one county fiscal year, and spanning 2 city fiscal years (\$90,000 in FY24, \$110,000 in FY25).

1. Arts Program Strategic Plan - \$40,000. Due June 30, 2024. Led by Arts Council. Deliverable by Arts Consultant.
  - a. Strategic plan and timeline for Arts Council expanding programs and funding.
  - b. Business plan for arts program (expenses, revenues)
2. Historic Collection Exhibit and Interpretive Design - \$20,000. Due June 30, 2024. Led by Facilities with Arts Council input; Deliverable by Arts Consultant.
  - a. Incorporating history and interpretation into the building designs by collaboration between interpretive team and architect.
  - b. Plan for storage city's archival collection of Granite High and Pioneer Craft House memorabilia.
  - c. Thematic level designs and concepts for up to 10 exhibits/signs/memorial for indoor and outdoor storytelling.
3. Building Condition Assessment and Code Compliance review for all buildings - \$30,000. Due June 30, 2024. Led by Facilities. Deliverable by Architectural Consultant.
  - a. Review and updated prior assessment (2009 Preliminary Design & Facilities Plan by CRSA Architects, Platinum Engineering (structural), Mectec Engineering (mechanical) Envision Engineering (electrical).)
  - b. Code compliance analysis, based on the newly adopted 2021 International Building Code.
4. Architectural Design Program, Concept and Schematic Designs - \$90,000. Due December 30, 2024. Led by Facilities. Deliverable by Architectural Consultant.
  - a. Review and utilize prior concept drawings 2015 Historic Scott School Design by Carbon Architects.)
  - b. Update design program for the Historic Scott School (primary facility) and 3 additional support facilities (Wood Shop, Cottage, Annex). Reflect Arts Council needs and opportunities for accommodating new, specialty arts programs functions,

such as a woodworking class or artist in residence.

c. Prepare architectural and engineering drawings up to 50% schematic design and schematic cost estimate. To include:

i. Structural and Seismic

ii. Building envelope (brick, sandstone foundation, wood trim, windows, doors, roof.

iii. Systems (mechanical, electrical)

iv. Recommendations and SHPO review for preservation, rehabilitation, restoration and/or reconstruction based on Secretary of the Interior's Standards.

v. Integration of historic features, interpretation, memorial, public art.

5. Facilities Operations and Management plan - \$10,000 due December 31, 2024

a. 10 year Capital Improvements Plan

b. Operations and Maintenance Plan

**16. Payment schedule for the work and expenses.**

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

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

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

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

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

**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.**

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

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

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

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

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

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

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

**23. Type of tourism promotion services**

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

**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? **Attached Documents \***

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



[TRCC Project Budget Worksheet-SSL](#)

[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



[Neighborhoods/Arts Council Budget](#)

[Facilities Budget](#)

[Capital Expenditures Budget](#)

[Arts Council Budget](#)

REQUIRED: Evidence of local support and community need (may include feasibility study



[Letters of Support](#)

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)

[Arts Council program audience](#)

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

[Project Budget Detail](#)

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)

[Site Plan with Building Labels](#)

[Historic Easement](#)

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

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

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**EXHIBIT B**  
Program Budget



# TRCC Project Budget Worksheet

<b>Project Summary:</b>	
Total Project Budget	\$ 200,000.00
Total Funding Sources	\$ 100,000.00
TRCC Funding Requested	\$ 100,000.00
<b>Projected Surplus/(Deficit)</b>	<b>\$ -</b>

<b>Date Prepared:</b>	06/16/2023
<b>Organization Name:</b>	City of South Salt Lake
<b>Project Name:</b>	Historic Scott School Arts and Community Center Programming and Design
<b>Contact Name:</b>	Sharen Hauri
<b>Contact Email:</b>	shauri@sslc.gov

## Project Budget:

	Projected Cost	Detail
Construction/Contractor		
Consultants/Professional Services	\$ 200,000.00	Arts Program Plan, Exhibit Concepts, Bldg. Condition Assess., Schem. Design
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency		
Other		
<b>Total Project Budget</b>	<b>\$ 200,000.00</b>	

## Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 100,000.00		\$ 100,000.00	SSL Arts Council - \$50,000; SSL Capital Expenditures Fund \$50,000
Pledges			\$ -	
Grants (excludes TRCC request)			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
<b>Total Funding Sources</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>	