

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF WEST JORDAN

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **CITY OF WEST JORDAN**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

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

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

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202.

D. The City has requested TRCC Funds from the County —through the County's Cultural Facilities Support Program—to help it fund the project described in its West Jordan Community Arts Center Plan attached hereto as **EXHIBIT A** (the "Cultural Arts Facility Construction Project"). More specifically, the City requested TRCC Funds to help fund construction of a cultural arts facility in West Jordan (the "Cultural Arts Facility"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

other counties, cities, towns, local political subdivisions, or the state.

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

A G R E E M E N T:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse six hundred and sixty-six thousand six hundred and sixty-seven dollars (\$666,667.00) budgeted in 2021, six hundred sixty-six thousand six hundred and sixty-seven dollars (\$666,667.00) budgeted in 2022 and eight hundred sixty-six thousand six hundred and sixty-six dollars (\$866,666.00) budgeted in 2023 to the City from its TRCC Funds—for a total of Two Million Two Hundred Thousand Dollars (\$2,200,000)—all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by Recipient to construct the Project as described in EXHIBIT A, B & C.

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

C. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT B** and/or budget attached as **EXHIBIT C** indicate that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in

the City's Cultural Facilities Support Program Application. If the City fails to make and expend such a matching contribution prior to **December 31, 2025**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2025**. 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 reimbursed to City under this Agreement.

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

F. Reporting Requirements. Recipient shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, no later than **December 31, 2023, December 31, 2024 and December 31, 2025**.

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

H. Public Funds and Public Monies:

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

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

expenditure of TRCC Funds by the City.

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

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

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

K. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon

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

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

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

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

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

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

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

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

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

D. No Obligations to Third Parties. The Parties agree that the City’s obligations under this Agreement are solely to the County and that the County’s obligations under this

Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

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

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in

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

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

I. Termination.

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

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

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

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

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

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

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

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

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

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

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

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

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to

this Agreement exclusively and solely for the purposes set forth in the Agreement.

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

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

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

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

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

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

Digitally signed by Craig J.
Wangsgard
Date: 2023.05.02 14:06:02
-06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF WEST JORDAN


By 

Name: Dirk Burton

Title: Mayor

Dated: June 5, 2023

Attest:


_____, City Recorder
Date signed: Jun 5, 2023



Approved as to Form and Legality:

CITY ATTORNEY

By 

Name: Jared Tingey

Dated: June 1, 2023

EXHIBIT A
West Jordan Community Arts Center Plan

West Jordan Community Arts Center

West Jordan Community Arts Center

Original Site, Simplified Floorplan

West Jordan Community Arts Center TRCC Grant

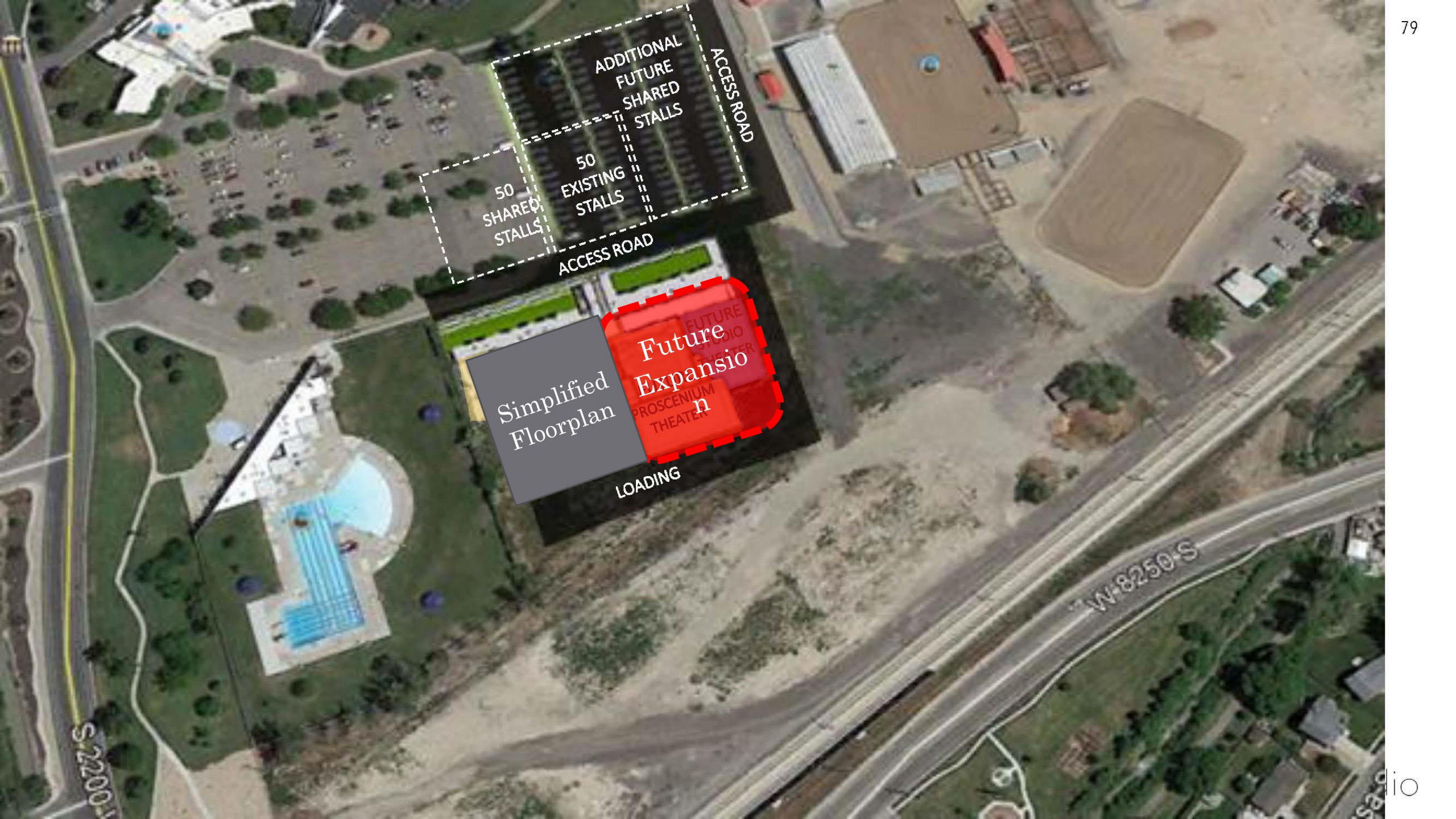
- **\$2.2 million currently awarded from TRCC funds**
- **Original project budget and estimates were \$8 million in March 2020**
- **Current estimates are \$13 million for that same, original design**
- **We are planning on moving forward with the project, but simplifying the design of the building in order to get within the \$8 million budget**

Our ask:

- 1. That the TRCC Committee will continue to support the previously awarded funding for the West Jordan Community Arts Center through this simplified design and change in phasing.**
- 2. That the TRCC Committee will support an extension of the use of the TRCC Grant.**







Simplified Floorplan

Future Expansion

FUTURE STUDIO
MASTER PROSCENIUM THEATER

50 SHARED STALLS

50 EXISTING STALLS

ADDITIONAL FUTURE SHARED STALLS

ACCESS ROAD

ACCESS ROAD

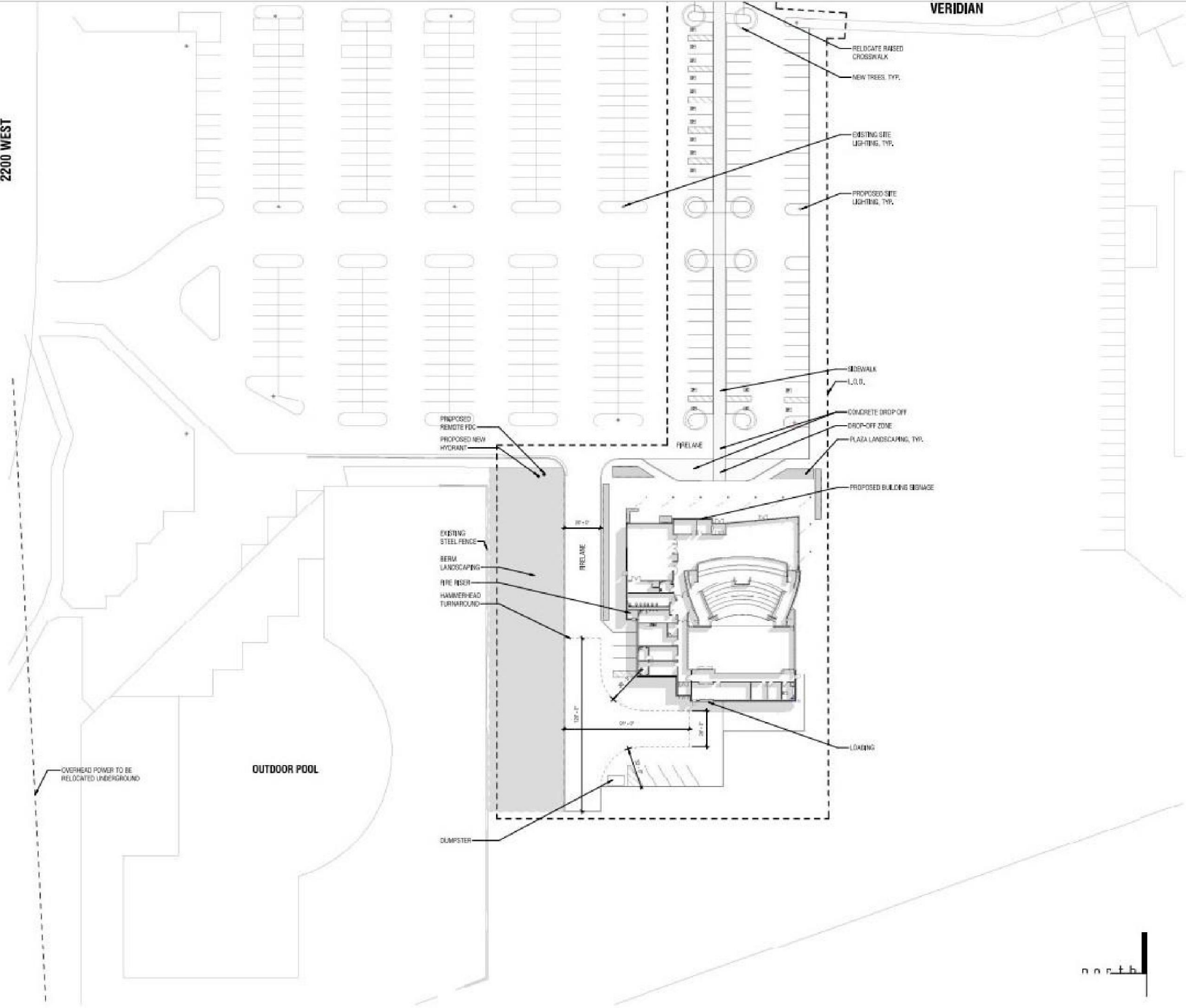
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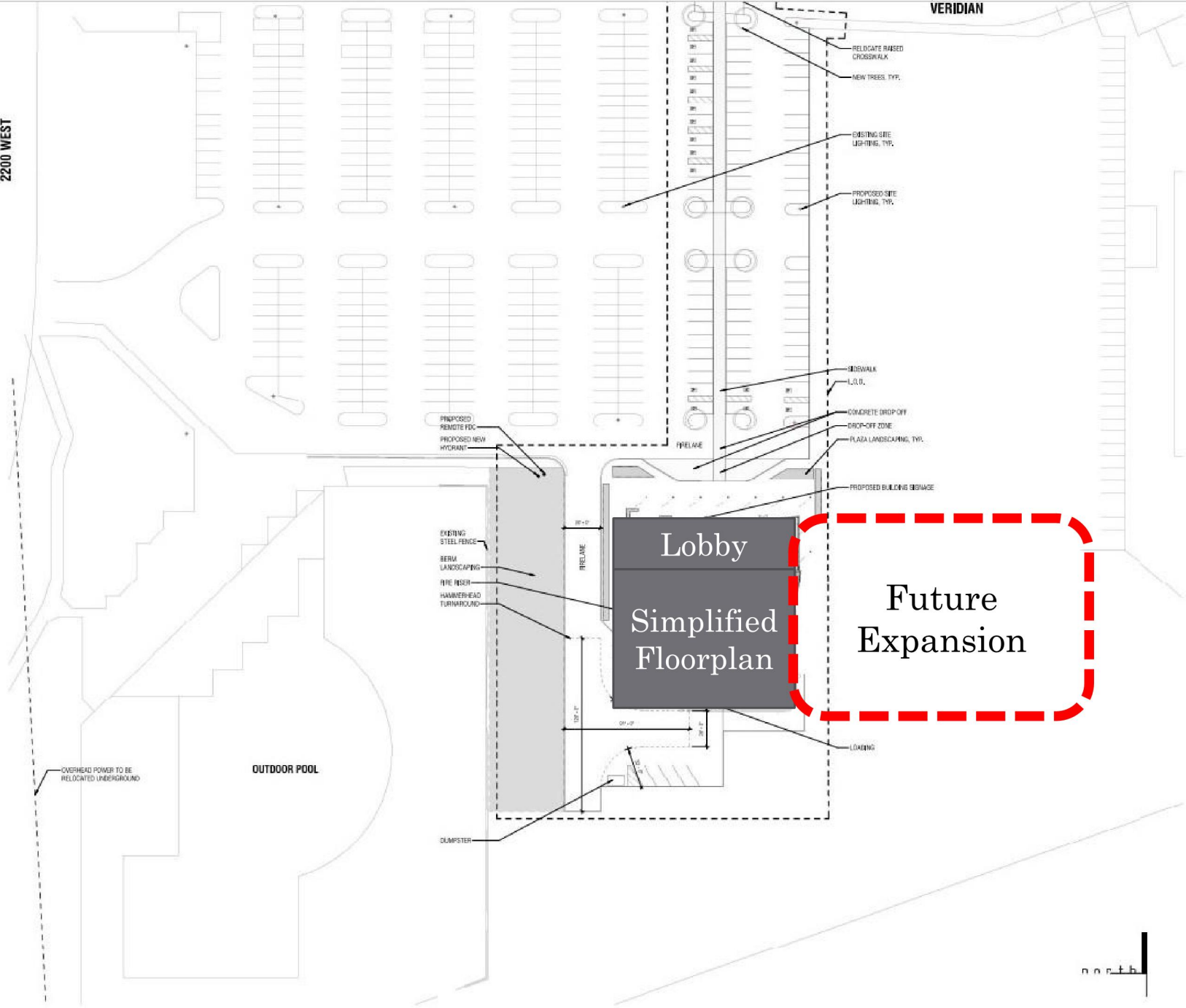
2200 WEST

VERIDIAN



2200 WEST

VERIDIAN



PROPOSED REMOTE FDC
 PROPOSED NEW HYDRANT

EXISTING STEEL FENCE
 BERM LANDSCAPING
 FIRE RISER
 HAMMER-HEAD TURNAROUND

CLAMPSTER

Lobby
 Simplified Floorplan

Future Expansion

RELOCATE RAISED CROSSWALK

NEW TREES, TYP.

EXISTING SITE LIGHTING, TYP.

PROPOSED SITE LIGHTING, TYP.

BIOWALK

L.O.D.

CONCRETE DROP OFF

DROP-OFF ZONE

PLAZA LANDSCAPING, TYP.

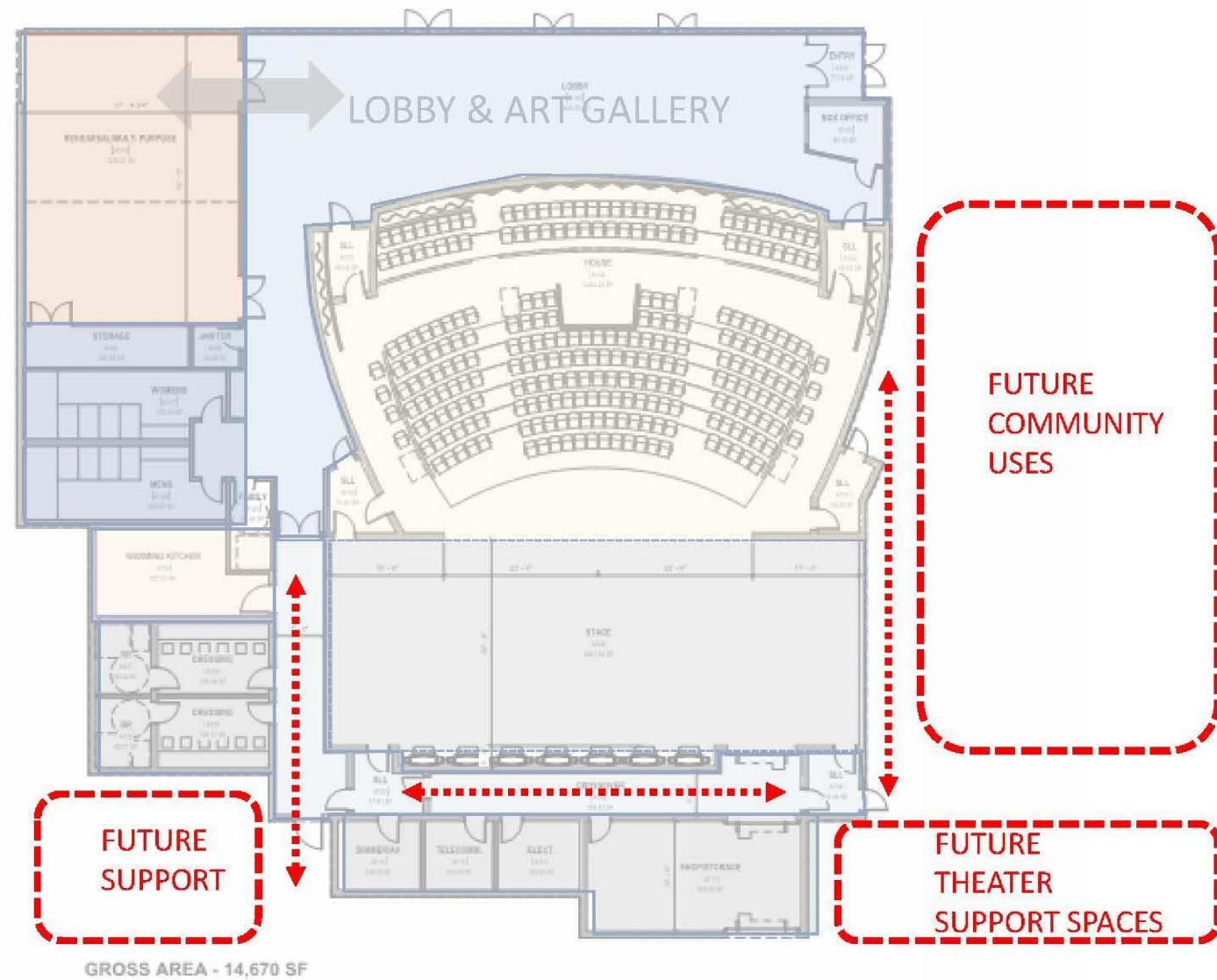
PROPOSED BUILDING SIGNAGE

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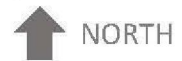
OVERHEAD POWER TO BE RELOCATED UNDERGROUND

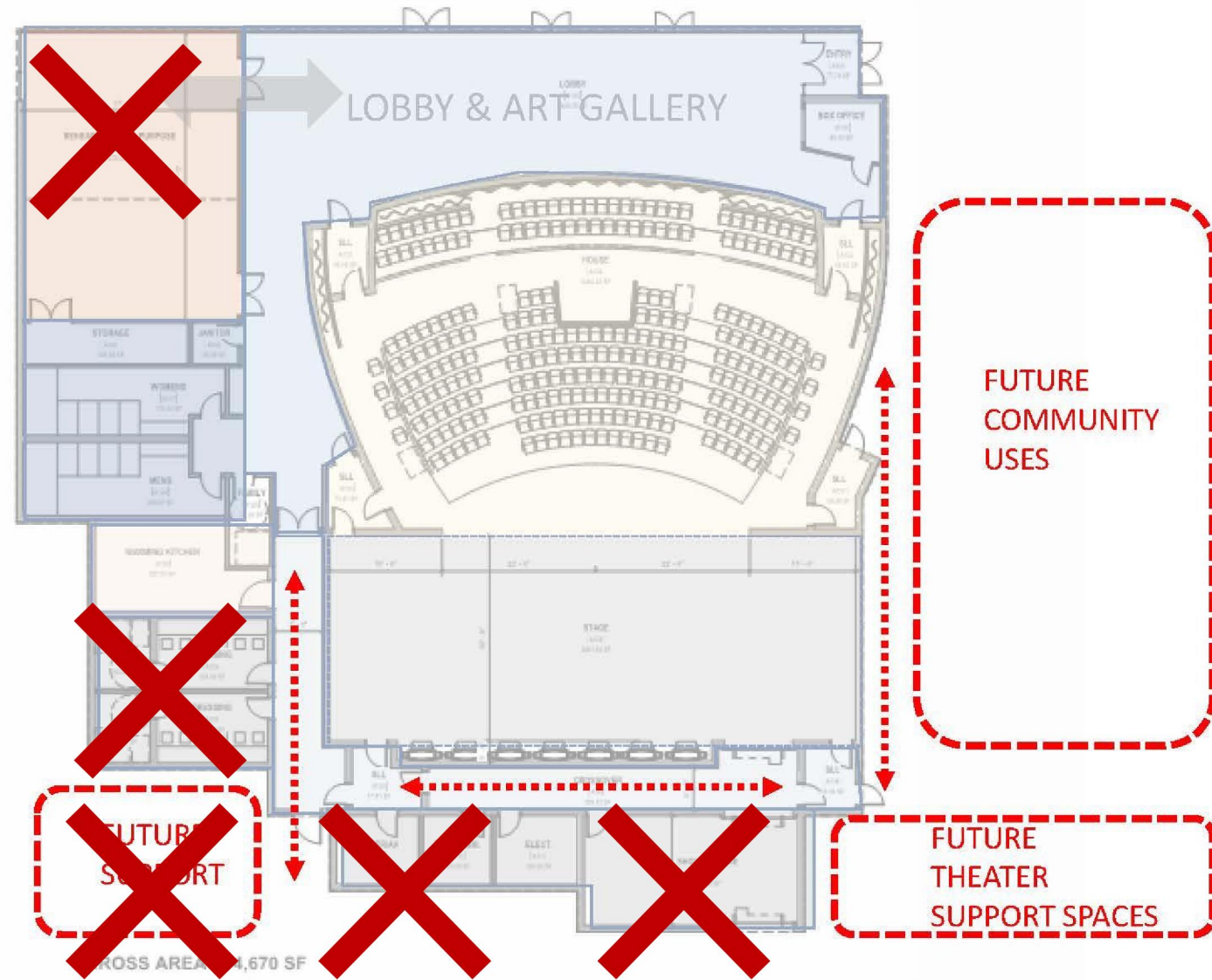
OUTDOOR POOL

n o r t h

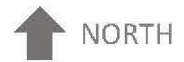


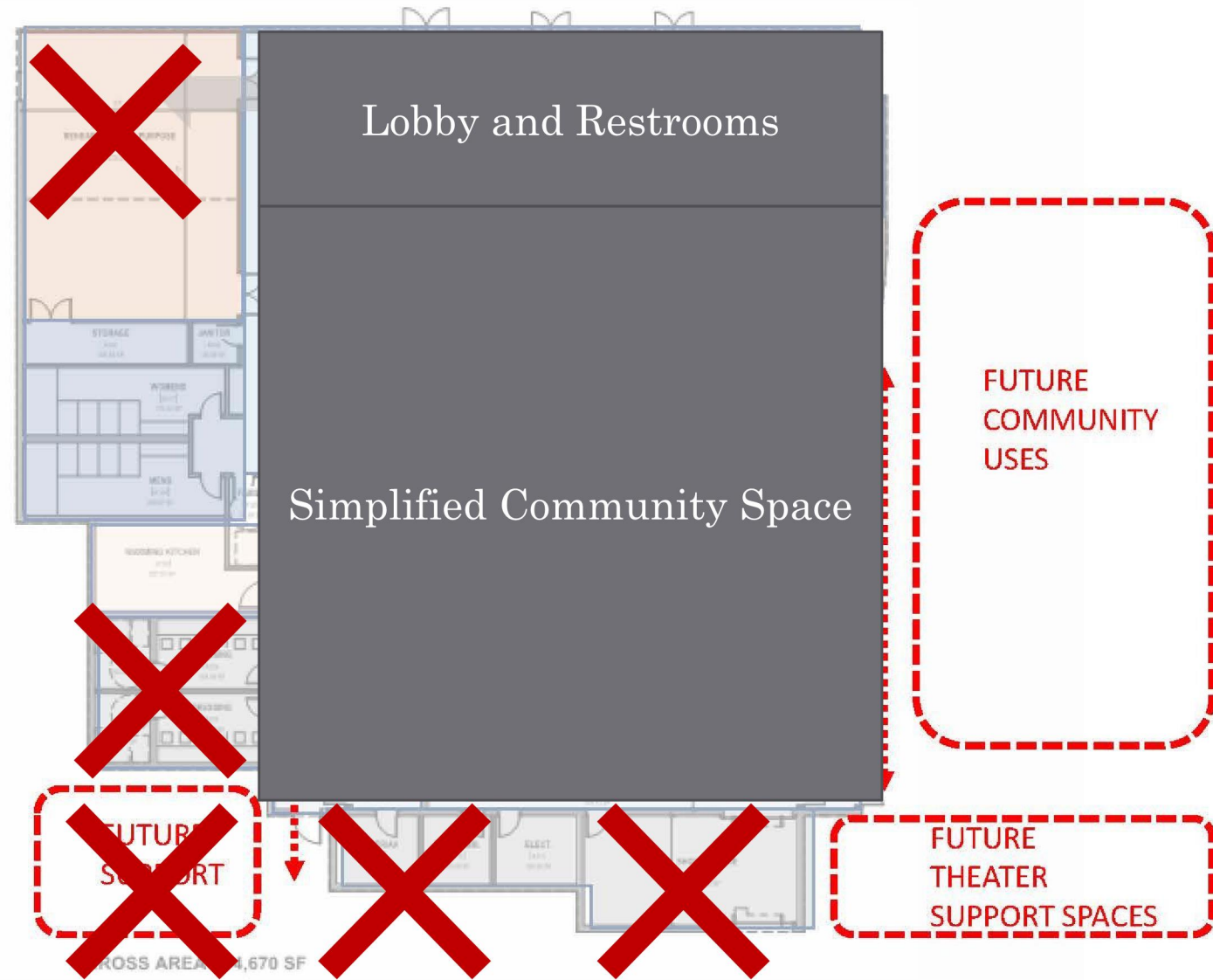
FUTURE GROWTH (DIAGRAM)



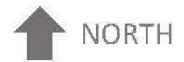


FUTURE GROWTH (DIAGRAM)





FUTURE GROWTH (DIAGRAM)



West Jordan Community Arts Center Timeline

- **Site analysis completed from prior design**
- **Original architect working on simplified plans currently**
- **Ready to bid for CMGC Contractor**
- **Complete Designs Summer 2023**
- **Break Ground Fall 2023**
- **Construction anticipated through 2024, possibly 2025**

Questions?

EXHIBIT B

City's Cultural Facilities Support Program Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

**City of West Jordan
West Jordan Arts Center**

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

\$ 2,000,000.00 Requested

Submitted: 7/6/2022 3:59:07 PM (Pacific)

Project Contact

Jeremy Olsen

jeremy.olsen@westjordan.utah.gov

Tel: 801-569-5184

Additional Contacts

none entered

City of West Jordan

8000 S Redwood Rd
West Jordan, UT 84088
United States

Telephone 801-569-5100

Fax

Web westjordan.utah.gov

Mayor

Dirk Burton

dirk.burton@westjordan.utah.gov

Application Questions [top](#)

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

Project Overview

1. Select the type of support you are applying for

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

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

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

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

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

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

The City of West Jordan is the third largest city in the state of Utah, and is home to over 115,000 residents and several thousand businesses. The City offers several recreational opportunities, including a soccer park, a large baseball complex at the Ron Wood Park, and multiple multi-use trails across the City. A significant amenity lacking in the City, however, is a

performing arts center, as the local performing arts groups have practiced and performed at a variety of venues over the years, including sites located outside of West Jordan boundaries. Over the past several years, the City Council has identified the Performing Arts Center as a priority project, and has funded studies to develop design concepts and location strategies.

4. Project Summary

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

The West Jordan Performing Arts Center is intended to provide practice space, storage, and performance areas for all performing art types, including musical theater, band performances, and dancing groups. The building will be constructed at the City Campus located generally at 7800 South Redwood Road. Construction is anticipated to begin in spring of 2023, but will dependent on weather, funding, and availability of construction materials. Total construction costs for the project are estimated to be \$13,092,776.

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

The West Jordan Performing Arts Center will directly fulfill the Cultural Facilities Support Program regional cultural centers policy #3 by locating a facility in the southwestern area of Salt Lake County.

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

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

The press coverage, which is included in the attachments, indicates a level of interest and support by the community in the project. The West Jordan Cultural Arts Society, a primary beneficiary of the center, is a non-profit organization and maintains a website here: <https://www.wjarts.org/>

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

As no similar facility exists, comparable attendance data is not available. In order to determine the required size of the facility, the City has met with the Psomas Design Team, local arts groups, and interested residents to determine a suitable size building to meet the needs of the various musical, theater, and dance groups needs for rehearsal, storage, and performance space.

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

The City's varied recreational offerings include organized athletics and outdoor recreation activities, but does not include any cultural facilities. The addition of the Performing Arts Center to the City will increase the variety of amenities offered by the City for its residents, and will provide community arts groups a home for performances. By constructing the facility, the City is hopeful that local artists will be able to expand the sense of community beyond a typical suburban area to make West Jordan a destination.

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

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

The performing arts center currently has no unsecured funding. Construction will not begin until the entire project is funded, consequently, costs will be paid using cash on hand, and cash flow will not be of concern.

10. Document your ability to raise additional project funds.

Funding for the project has been allocated by the West Jordan City Council over a period of several budget cycles in order to pay for construction of the project. Past funds have already paid for development of building design and construction plans. If necessary, the project could be delayed to allow for the collection of additional funds, or alternatively, the City could pursue debt financing to raise funds. Additionally, other options for funds include private donations or public private partnerships with local businesses.

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

Financial costs from the project are expected to be minimal, operation of the building is planned to be performed by volunteers. Performances will be staged by community art groups, an additional volunteer resource. Maintenance of the grounds is already performed by city personnel.

Project Details

12. Please specify type of funding you are requesting

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

Consulting Funding

- Capital Funding
 Tourism Promotion Funding

13. Type of consulting services

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

14. Goals and objectives of consulting services

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

15. Scope of Work, including expected deliverable and timeline

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

16. Payment schedule for the work and expenses.

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

17. What is the site location of your project?

Please provide as specific of location details as possible.

8105 S 2200 West, West Jordan, UT

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

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

No current analogous facility exists.

19. Scope of Work, including expected deliverable and timeline

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

The City intends to begin construction in the spring of 2023, although this date is dependent upon several factors, including weather, funding, and availability of construction materials. Current supply chain issues will have some effect on the timeline of the project, but it is anticipated that the construction period may occupy up to 18 months, equating to an opening of fall 2024.

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

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

Operating expenses for the facility will be minimal, as volunteer labor will be relied upon for both performances and house staff. The building will be added to the City's capital facilities budget, which will provide funds for regular upkeep and maintenance costs.

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

Overall project management will be performed by the West Jordan Capital Projects Group, whose recent building projects include a fire station and police substation, and the Public Works facility. Daily site management will be performed by the Construction Control Corporation, which includes a manager specifically for mechanical, electrical, and plumbing systems.

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

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

Site plan documents are attached.

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

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

The construction budget, including a 15% allocation for contingencies, is attached.

24. Type of tourism promotion services

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

25. Goals and objectives of tourism promotion services

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

26. Scope of Work, including expected deliverable and timeline

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

27. Payment schedule for the promotional work and expenses

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

Documents [top](#)

Documents Requested *

Required? Attached Documents *

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



[Budget](#)

[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



[Annual Budget](#)

[FY 2022 Budget](#)

[FY 2021 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)



[Sugar Factory Playhouse Article](#)

[Construction Newspaper Article](#)

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

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

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

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)

[Plan Set](#)

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

[Construction Budget](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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Application ID: 409905

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EXHIBIT C
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$ 13,092,777.00
Total Funding Sources	\$ 3,000,000.00
County Funding Requested	
Projected Surplus/(Deficit)	\$ (10,092,777.00)

Date: February 28, 2023

Project Name:	West Jordan Performing Arts Center
Applicant Name:	City of West Jordan
Contact Name:	Jeremy Olsen
Contact Email:	jeremy.olsen@westjordan.utah.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 8,554,516.00	
Consultants/Professional Services	\$ 441,874.00	Architectural Fees
Permits/Fees	\$ 260,000.00	Permitting, Impact Fees
Equipment > \$5,000	\$ 769,906.00	FF&E
Administrative Overhead	\$ 374,085.00	Project Management Fees, MEP Agent
Contingency	\$ 2,263,857.00	15% Bid Contingency, Owner's Contingency
Other	\$ 428,539.00	Survey, Testing, Geotech, Site Prep, Reimbursables, Insurance, Alternate #1
Total Project Budget	\$ 13,092,777.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 3,000,000.00		\$ 3,000,000.00	
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 3,000,000.00	\$ -	\$ 3,000,000.00	

Salt Lake County ILA TRCC Funds Interlocal Agreement

Final Audit Report

2023-06-05

Created:	2023-05-30
By:	Tangee Sloan (tangee.sloan@westjordan.utah.gov)
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