

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

UTAH STATE UNIVERSITY

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 **UTAH STATE UNIVERSITY**, a state-owned institution of higher education of the state of Utah ("USU"). County and USU 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. USU a state-owned institution of higher education of the state of Utah.

D. USU has requested TRCC Funds from the County to help it fund the project described in its application attached hereto as **EXHIBIT A**. More specifically, USU requested TRCC Funds to help fund construction of its USU Bastian Agricultural Center Bastian Natural Resources Adventure Trail (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 **two hundred and fifty thousand dollars (\$250,000.00)** to USU from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . USU'S OBLIGATIONS AND REPRESENTATIONS.

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

(ii) USU 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 USU's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that USU will make a matching contribution toward the purpose for which TRCC Funds will be used by USU under this Agreement, USU shall make the matching contribution so indicated in the amount specified in USU's Application. If USU fails to make and expend such a matching contribution prior to **September 30, 2024**, the County may require repayment of TRCC Funds from USU for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. USU shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **September 30, 2024**. Additionally, if USU uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, USU shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. USU shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and September 30, 2024**.

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

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2024**.

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

I. Public Funds and Public Monies:

(i) USU 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 USU's possession.

(ii) USU, 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. USU 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. USU expressly agrees that the County may monitor the

expenditure of TRCC Funds by USU.

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

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by USU under this Agreement, and the accounting of such use. If the County requests an audit, USU agrees to cooperate fully with the County and its representatives in the performance of the audit.

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

L. Representations.

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

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

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

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. USU 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. USU 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 USU, including the adoption of any necessary resolutions or ordinances by the County and USU authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and USU, 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 USU warrants his or her authority to do so and to bind USU. The County may require USU to return all TRCC Funds paid to USU based upon a breach of warranty of authority.

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

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

Digitally signed by Craig J. Wangsgard
Date: 2023.03.09 13:09:55 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE USU

UTAH STATE UNIVERSITY

By Corinna Knowles

Name: Corinna Knowles

Title: Grant & Contract Officer

Dated: 08/03/2023, 2023

Attest:

N/A
_____, USU Secretary
Date signed: _____

Approved as to Form and Legality:

USU ATTORNEY

By Ryan Brady

Name: Ryan Brady

Dated: 08/08/2023, 2023

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

Utah State University/Bastian Agricultural Center
Bastian Natural Resources Adventure Trail

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

\$ 500,000.00 Requested

Submitted: 7/6/2022 6:07:23 PM (Pacific)

Project Contact

Joshua Dallin
Joshua.Dallin@usu.edu
Tel: 435-797-1425

Additional Contacts

none entered

**Utah State University/Bastian
Agricultural Center**

1415 Old main Hill
Logan, UT 84322-1415
United States

Vice President of Extension

Kenneth White
ken.white@usu.edu

Telephone 435-797-1425

Fax

Web www..extension.usu.edu

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.

In 1862, the Morrill Land-Grant Colleges Act was signed to fund the establishment of a new college in each state. These schools promote higher education and practical learning to people of all classes and walk of life, especially in rural life. In 1888, the Agricultural College of Utah was founded as the state's land-grant institution. The Utah Cooperative Extension

Service, part of Utah State University was founded in 1914, bringing research-based knowledge to people, including youth in every county in the state.

The Bastian family, in concert with USU Extension, has founded the Bastian Agricultural Center. The Ag Center will be dedicated to agricultural education and hands-on learning, with a mission to provide education, research, and outreach that focuses on farming practices and life skills for urban populations.

The primary goals and focus of the Ag Center will be to:

- Provide agricultural education and experiences to an increasingly urban population.
- Promote youth education through the only youth 4-H center in Utah, including equine and animal husbandry.
- Deliver community-based adult education.
- Provide research-based information to local government, community organizers, constituents, and corporate leaders.
- Share the most recent agricultural knowledge, technologies, and manufacturing methods.
- Further research and development to discover better products and processes.

The Ag Center will include four major components comprised of facilities and spaces for Animal Production/Equestrian Education, a state-of-the-art STEM Center, a Plant Production Center and a Natural Resources Area.

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 Natural Resources area is the first component and the focus of this request. The Natural Resource Area will provide education through interpretive signage and demonstration areas while encouraging a “learn by doing” approach. Though focused on agricultural education, the Ag Center also provides ample opportunity for visitors – and local residents – to experience the site’s open spaces, trails and pond. These outdoor amenities provide users with a chance to recharge and connect with nature, while also discovering how local ecosystems work and the role producers play in supporting conservation.

As a first phase to the Natural Resource Area, we are seeking funding to begin the Bastian Natural Resource Adventure Trail, which will be 5,280 linear feet or 1 mile of trail meandering around a 10-acre lake. The trail will be comprised of 4,980 linear feet of 10-foot wide asphalt trail and a 300 linear feet of 6-foot wide soft surface trail for users to enjoy. Along the way, users will encounter multiple benches for resting and nature viewing. To stay true to natural resource education, the trail will be populated with native trees and plants that not only provide aesthetic enjoyment but will also be useful for teaching opportunities for families, individuals and school groups through formal and non-formal programming. The overall design will be mindful of people with all levels of abilities and will provide complete ADA accessible features throughout the trail. Phase 1 will also include well thought out infrastructure that will promote the overall sustainability of the project. Storm drainage ways will be built into the area to allow for mitigation of water runoff. State of the art irrigation systems will be put into place to ensure water conservation while allowing for necessary watering to ensure successful growth of vegetation and year-round overall beauty of the natural resource area as a whole.

Anticipated project costs will be \$2,242,857.75. Construction for the Adventure trail would start January 1, 2023. We are asking for \$500,000 in TRCC grant funds to help with the overall cost of the project.

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

Salt Lake County, Utah's estimated population is 1,183,930 with a growth rate of 1.00% in the past year according to the most recent United States census data. Salt Lake County, Utah is the 2nd largest county in Utah. The 2010 Population was 1,032,980 and has seen a growth of 14.61% since this time (World Population Review, 2021). Predicted growth is only anticipated to move upwards from where it sits currently.

The Salt Lake County Parks and Recreation Master Plan states “Just like the persistent ebbs and flows of the Jordan River, Salt Lake County is continually growing and changing. It is the most populous and densely populated County in the state. In recent years growth has been particularly dramatic. From 2000 to 2010 the County’s population increased by nearly 15% from 898,387 to 1,029,655. A truly startling projection is that Salt Lake County’s population will double by 2040 to over 2,000,000. Contemplating this forecast places great pressure on government agencies to provide parks and recreation facilities to meet the overwhelming future demand.”

Growth is correlated to limited amounts of open space. Open spaces and natural areas are vital to maintaining a livable community. Public access to natural areas close to home support healthy lifestyles, increase community engagement and

keep us in touch with our cultural landscape. It is through opportunities to explore open space and places of natural beauty that children experience the benefits and become future advocates for open space. Open space conservation benefits the public by supporting a variety of ecosystem services such as clean air, cooler neighborhoods, walkability, groundwater recharge and aquifer replenishment, clean drinking water, carbon sinks to help offset the effects of automobiles, industries and homes, and the absorption and conveyance of stormwater. (Salt Lake City Corporation, 2010)

According to the most recent 2015 SLCO Parks Master Plan, recommendations are to “Acquire land through purchase or partnerships, for new class one regional parks in the southwest and west planning areas, and if possible, in the north planning area, particularly where a service gap exists in the residential areas west of I-15.” The Natural Resource Area/Adventure Trail of the Ag Center will be located on the site of the former Salt Lake County Equestrian Center with the opportunity to connect to nearby trails and amenities.

Additionally, according to a needs assessment in the 2015 SLCO Parks Master Plan, when asked how SLCO Parks & Recreation should focus its efforts, the following statements were in the top 9 needs:

- Purchase land to preserve natural open space areas
- Purchase land for regional trails and parks
- Build trails for walking, hiking, biking
- Improve regional trails
- Maintain natural open space areas
- Build new passive use parks, indoor swimming pools, athletic fields

The Bastian Natural Resources Adventure Trail will be key in meetin

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.

In the 2017 Salt Lake County Parks and Recreation Needs Assessment, conducted by Utah State University, several community needs for parks and recreation align with this project.

Majorities of households said walking trails (92%) and nature children’s playground (89%) were listed as Priority Park Amenities. Priority Recreation Amenities responses included: trails, walking/running, biking (97%); natural areas/wildlife habitat (85%). The recreation amenities respondents said are most, second most, or third most important to households are trails, walking/running, biking and natural areas/wildlife. Lastly, 83% of respondents listed teen programs as a high priority.

The outdoor recreation area will provide a safe, convenient place for citizens to walk, run and bike, children to play outside and provide habitat for urban wildlife. As a youth development program, 4-H can expand teen programs that utilize the natural resource areas for recreation, outdoor education and leadership/life skill development.

Since USU’s start of ownership in March of 2022, the Bastian Agricultural Center leadership team has had the opportunity to share improvement ideas with the Salt Lake County Council, members of Salt Lake County Mayor Jenny Wilson’s leadership team, Senator Micheal McKell, Senator David Hinkins, South Jordan City Mayor Dawn Ramsey, Sandy Mayor Monica Zoltanski, and others. All of these individuals have expressed their excitement for the proposals and what it means for the constituents that they serve.

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

The overall design will be mindful of people with all levels of abilities and will provide complete ADA accessible features throughout the trail. The goal is to design a facility and experience open to all users. The user group with the easiest access to this trail will be those in the adjacent neighborhoods, but it is expected to draw users from throughout Salt Lake County as well as the state. Usership is expected to continue to increase as the full Natural Resource area is developed and even more so as the larger Ag Center portions are completed.

The Bastian Natural Resource Adventure Trail project will provide outdoor nature experiences to families, individuals, and senior citizen populations via its public access. The trail will also be heavily used by visitors to the Ag Center, educational programming participants facilitated by USU Extension, and 4-H groups, both residential and day programming. As the facilities at the Ag Center develop, USU Extension will have the opportunity to design specific educational programming and interpretive experiences to target and educate different audiences, drawing more usership.

The approximate population in the southwest quadrant of the valley according to the Kem C. Gardener Policy Institute is 2500 people per square mile. The populations surrounding the trail are approximately 70,000 residents.

The following user estimates are based on the trail as a stand-alone attraction. These are minimum estimates as the usership will increase as phase II of the project and adjacent facilities at the Ag Center are completed.

4-H usership estimate: 20,000 per year

Educational program estimate: 40,000 per year

General Public: 125,000 per year

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

As the land grant university for Utah, Utah State University has a three fold mission of research, teaching and Extension (service). USU Extension provides research-based programs and resources with the goal of improving the lives of individuals, families and communities throughout Utah.

As the youth component of USU, 4-H a positive youth development program will greatly benefit from this project. With the trail system in place, youth will explore their environment and the natural world. The space increases our ability to provide programs that teach environmental responsibility and stewardship.

Beyond 4-H, Extension has a mission to engage the community in the area of healthy living. This area provides educational opportunities for people of all ages to exercise, enjoy the outdoors and learn about the interconnection of people and nature.

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.

USU has anticipated the build out of the Bastian Agricultural Center for several years. To prepare for this we have held funds in reserve to use as matching funds to support improvements. Additionally, we are the beneficiary of generous support from the Bastian Foundation who have pledged their support for this project.

USU manages several building projects at our campuses across the state. USU facilities works with out Business Services Department to manage the cash flow for these projects.

10. Document your ability to raise additional project funds.

The USU Advancement team has the knowledge and skills to match the passion of donors with the areas they want to make an impact in. Their ability to craft exceptional gift and engagement experiences for our alumni and donors will be utilized to connect people with this project in a meaningful way. This project provides he unique opportunity to present a giving option to for non-formal, community based programs in Salt Lake County.

The Bastian Agriculture Center is a top priority for the the USU Extension and the College of Agriculture and Applied Sciences. Because of this ranking, we will use our team of grant proposal specialists and development officers to assist the local Bastian Center team to raise the additional project funds required.

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

The trail system is phase 1 of a larger environmental education area. As this area is developed we anticipate that this area can be the source of user fees from programs and rentals in the future.

The Salt Lake County Parks Master Plan states, "In recent years it has become clear that the positive impact of developing regional parks and recreation facilities extends well beyond enhancements to quality of life; they often attract dollars from outside of the immediate area, especially during tournaments and events."

Attract or host events: According to a study by the Trust for Public Land, "Parks lead to increased sales tax from spending by tourists who visit primarily because of a city's parks. Some parks, like Balboa Park in San Diego or Central Park in New York, are tourist attractions by themselves. Other parks host festivals, concerts and other events. In 2007, park-derived tourist spending in San Diego in 2007 was an estimated \$114.3 million, which generated \$8.6 million in city taxes." The Bastian Natural Resource Adventure Trail will be a key part of the Ag Center. Upon completion of the center, there will be a conference and event center as well as a residential component for youth programming and education. This unique campus will serve the Salt Lake County area by supporting education and community support programs and events. The project will be a hub that attracts and links both agriculture related events and others within the Salt Lake County area. The facility and the associated recreational components identified in this proposal will attract national events and conferences to the facilities. Additionally, the site acts as an incubator for additional programs, as these programs are developed and grow, the site will attract additional users from the local and regional area.

Community Improvement: As stated previously, neighborhoods adjacent to parks and recreational opportunities often see an increase in health and wellness as well as positive benefits to youth. In addition to youth benefits, this area and facility will allow for community gathering and small events to promote unity and wellbeing.

Increased nearby property values: According to the Trust for Public Lands, "Proximity to parks increases property value and increases revenue from property taxes. Research of property values has shown that a 5% increase in property values for

houses within 500 feet of a park is a conservative estimate of the change in property value due to proximity to a park.” We expect to see this increase and more with both the trail system and recreational experiences offered.

Increased tourism in the area: Just as SLCO's new parks are attracting visitorship from residents outside the immediate area, we expect to see visitors from throughout the county as well as beyond the county borders using the recreational trail and larger facilities.

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.

USU Bastian Agricultural Center, 2100 W 11400 S, South Jordan, UT 84095

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.

Utah State University owns the Bastian Agricultural Center. (Deed is included as an upload)

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.

In order to establish the scope of the entire project and create a logical, and feasible phasing plan, the Bastian Family Foundation has employed a Salt Lake City landscape architectural firm, blu line designs, to carry out the full conceptual design work of the project. This work has created design documents that identify the significant features, forms, and strategic principles to take the project from concept to construction. Overall budget estimates and projections have been based on the quantities identified in the designs completed to this point. Renderings of the design work for phase 1 and the overall natural resource area will be attached to this application.

The natural resources area of the Bastian Agricultural Center is the first step in an overall plan to transform a currently underutilized area of the county into a new public open space and recreation destination. Concept plans for the site have already been completed as part of the design process to allow for construction to begin shortly after funding has been approved. The following milestones and associated dates outline the estimated targeted project construction schedule:

January 2023- Demolition of existing structures, site clearing and grubbing.

June 2023- Site macro-grading: berming, spread, and compact of soil and establishment of primary landscape features.

August 2023- Infrastructure installation: Storm drainage, utilities, and irrigation installation

October 2023- Installation of the asphalt trail, soft surface trail, ADA access points constructed

March 2024- Installation of landscape vegetation (trees, grass, etc.) Installation of site amenities (benches, trash cans, etc)

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.

The USU Bastian Agricultural Center utilizes several sources of funding to support the future capital maintenance and operating expenses. These include:

-User/event fees. Funds will continue to be generated through user fees.

-Bastian Family Foundation has pledged ongoing support for maintenance and operating expenses of the Bastian Center efforts for the next 14 years.

-USU will continue to fundraise for ongoing expenses and capitol improvements to maintain and grow the outdoor education area of the center.

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

Josh Dallin- Bastian Agricultural Center Director and USU Extension Associate Professor- Josh has been a USU Faculty member for over 10 years. He is an award winning professor and researcher specializing in Livestock, Equine, and Agriculture. As Director of the Bastian Agricultural Center, Josh is working closely to help realize the dream of the Bastian Family along with carrying out the mission of Utah State University to serve the community, county, and state by providing unparalleled and unique agricultural experiences for all to enjoy.

Kristie Freeland- Bastian Agricultural Center Director of Operations- Kristie has been the Director of the former Salt Lake County Equestrian Park for over 10 years. Kristie brings unparalleled experience in event management, facilities operations, and financial analysis. Kristie has a personal connection with the Bastian Center Equestrian users and event attendees. Kristie's knowledge and experience are key to the correct growth and pathways of the Bastian Agricultural Center.

Stewart Pope- Bastian Agricultural Center Equine Maintenance Manager- Stewart is the magician behind the scenes that helps to ensure that the facility is running like a well oiled machine. Stewart has vast knowledge of the equine industry in all aspects and disciplines. Stewart is able to look through the lens as both a facility manager and an equestrian. His knowledge will be key as arenas are constructed.

Austin Smith- Bastian Agricultural Center Equine Operations Supervisor, Equine Footing Expert- The Bastian Agricultural Center is fortunate to have Austin Smith as one of our newest employees. Though Austin is new to the Center, he is definitely no stranger to the equine industry. Austin calls South Jordan home and has traveled across the country working for multi-million dollar trainers. Austin brings to the team a unique perspective and understanding of what works well at other facilities. His outlook will be key as we ideate the best scenarios for arena placement, usage, and discipline set-up.

Michelle Merrill, Utah State University Extension Director of Development- Michelle is Utah State University's most decorated Development Officer. In just 2021 alone, Michelle brought in an incredible 46 million dollars to Utah State University. Michelle is committed to the Bastian Agricultural Center and is excited to help steward potential additional donors. She is also vital in the continued stewardship of the Bastian Family Foundation.

Cory Shupe- Landscape Architect, Bluline Designs- Cory and his team have been key players since the idea of the Bastian Agricultural Center was born. Cory understands both the vision of the Bastian Family and the mission of Utah State University. As he designs he always has the best in mind for the project as a whole. Cory is personally vested in the project as he calls Salt Lake County home and looks forward to attending many events at the Bastian Agricultural Center.

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.

Included is a professional rendering from BluLine Designs.

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.

Included is a professional estimate from BluLine Designs.

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

Documents [top](#)

Documents Requested *

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

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

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

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

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

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

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

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

TOURISM PROMOTION (REQUIRED): Detailed project budget

Required? Attached Documents *



[TRCC Grant Budget for Bastian Agricultural Center Adventure Trail](#)



[USU Organizational Budget 2018](#)

[USU Organizational Budget 2019](#)

[USU Organizational Budget 2020](#)



[2017 USU Needs Assessment](#)

[2021 Survey](#)

[Parks and Rec Needs Assessment](#)

[Letter of Support- South Jordan City](#)

[Letter of Support- Bastian Family Foundation](#)

[Professional Cost Estimate](#)

[Deed](#)

[Architectural Document](#)

[Professional Cost Estimate](#)

[Project Budget](#)

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 2,486,017.72
Total Funding Sources	\$ 1,986,017.72
County Funding Requested	\$ 500,000.00
Projected Surplus/(Deficit)	\$ -

Date: March 6, 2023

Project Name:	Bastian Agricultural Center Natural Resource Area
Applicant Name:	Joshua Dallin
Contact Name:	Joshua Dallin
Contact Email:	Joshua.Dallin@usu.edu

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 2,269,177.69	Mobilization/Demobilization, Demolition, Site Clearing and Grubbing, Grading
Consultants/Professional Services	\$ 10,000.00	Water Service
Permits/Fees	\$ -	
Equipment > \$5,000	\$ -	
Administrative Overhead	\$ 89,491.00	USU federal negotiated rate of 21.8%
Contingency	\$ 103,601.77	Reserved for estimated contingency
Other	\$ 13,747.26	3% effort for Co-Principle Investigators on Project
Total Project Budget	\$ 2,486,017.72	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 500,000.00		\$ 500,000.00	USU has \$500,000.00 cash-on-hand that they are committed to matching for
Pledges	\$ 1,486,017.72		\$ 1,486,017.72	USU Extension along with the Bastian Family Foundation have pledged to cover
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 1,986,017.72	\$ -	\$ 1,986,017.72	