

TRANSPORTATION AGREEMENT

between

SALT LAKE COUNTY

and

TRAILS UTAH

This Transportation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and **TRAILS UTAH**, a Utah Non-profit entity (the “Recipient”). The County and the Recipient may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County.

B. The County had initially intended to use funds for this project collected under the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act; however, the loss of funding caused by COVID-19 required the County to fund the project from another source.

C. The project qualifies for funding under the Regional Transportation Choice Fund (4th Quarter) under Utah Code Annotated § 59-12-2212.2(1)(a) and the parties want to use this funding for the project described herein.

D. The County intends to transfer funds to be used towards the Central Wasatch Improvement Project – Phase 3 (“Project”) as described herein and the attached Exhibit A.

E. The County and the Recipient now desire to enter into this Agreement providing for the transfer of Thirty-Nine Thousand Eight-Hundred and Sixty Dollars (\$39,860.00) of Regional Transportation Choice Funds (4th Quarter) to fund the capital costs for the Project, consistent with Utah Code Ann. § 59-12-2212.2(1)(a)(viii).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

**ARTICLE 1 -- DISBURSEMENT OF COUNTY REGIONAL
TRANSPORTATION CHOICE FUNDS FOR A TRANSPORTATION PROJECT**

1.1. County Transportation Choice Funds. The County shall allocate and disburse Thirty-Nine Thousand Eight-Hundred and Sixty Dollars (\$39,860.00) of Regional Transportation Funds (“Funds”) to the Recipient from the Salt Lake County Regional Transportation Choice Fund, all on the terms and subject to the conditions of this Agreement.

1.2. Recipient. The Recipient shall use the Funds allocated and disbursed to it under this Agreement: (a) to reimburse itself for funds allocated for the Project as described in **Exhibit A**, attached hereto and incorporated herein by reference, and (b) in accordance with Section 59-12-2212.2 of the Utah Code and all other applicable federal, state and local laws, rules and regulations.

1.3. Recipient’s Representations and Warranties. The Recipient hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the Recipient by the County under this Agreement will be used by the Recipient: (1) solely to reimburse the Recipient for costs actually incurred by the Recipient for each Project during the reimbursement term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in the Utah Code; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) Annual Status Update. Until each Project has been completed and Transportation Funds have been fully disbursed to the Recipient, the Recipient shall, on an annual basis, update the County on the status of (a) each Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 2 -INCORPORATION AND DEFINITIONS

2.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

(a) Certificate of Grant Recipient: The Certificate of Grant Recipient attached hereto as **Exhibit B**.

(b) County Transportation Funds: As defined in the Recitals above.

(c) Event of Default: As defined in Section 4.1 below.

- (d) Event of Force Majeure: As defined in Section 5.4 below.
- (e) Maximum Reimbursable Amount: The amount specified for the Project in the Project Descriptions attached hereto as Exhibit A.
- (f) Project: A transportation project described in the Project Description.
- (g) Projects: The transportation projects described in the Project Description.
- (h) Project Descriptions: The project descriptions attached hereto as Exhibit A.
- (i) Project Element. A discrete portion of a Project, as applicable.
- (j) Reimbursable Project Costs: Costs incurred by the Recipient during the Reimbursement Term for each Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described in the Utah Code and in accordance with the Certificate of Grant Recipient.
- (k) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the Recipient has been disbursed, in aggregate, the Maximum Reimbursable Amount for each Project, (ii) the date this Agreement is terminated, or (iii) June 30, 2023, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the Recipient setting forth the Recipient's justification for such an extension.
- (l) Request for Disbursement: A statement from the Recipient, in the form attached hereto as **Exhibit C**, requesting an amount of Transportation Funds to be disbursed to the Recipient for reimbursement of Reimbursable Project Costs.

2.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 3 -- DISBURSEMENTS

3.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the Recipient to cover Reimbursable Project Costs for each Project unless and until the following conditions have been satisfied:

- (a) Documents to be Furnished for Each Disbursement. For each Project, the Recipient has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the Recipient for which the Recipient is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The Recipient has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the Recipient.

(c) Reimbursable Project Costs Paid by the Recipient. The Reimbursable Project Costs included in the Request for Disbursement have been paid by the Recipient.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the Recipient in this Agreement have remained true and correct and all warranties and representations made by the Recipient in the Request for Disbursement are true and correct.

3.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the Recipient shall submit a Request for Disbursement directly to the County. The Recipient agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the Recipient promptly and shall provide a written explanation of the specific reasons for such decision. The Recipient shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the Recipient the amount of Transportation Funds requested by the Recipient in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, for each Project over the Reimbursement Term. However, if the County determines that the Recipient has not complied with all terms and conditions set forth in this Agreement or determines that the Recipient's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the Recipient has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the Recipient for Reimbursable Project Costs to the extent such costs have been funded with non-Recipient funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the Recipient, either disburse to the Recipient the amount requested by the Recipient or provide a written notice to the Recipient setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the Recipient after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the Recipient, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the Recipient or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the Recipient to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the Recipient's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the Recipient acknowledges and agrees that the County's review and approval of the Recipient's Request for Disbursement or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the Recipient under this Agreement is consistent with the allowable uses for County Transportation Funds described in the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the Recipient agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 4 -- COVENANTS AND AGREEMENTS

4.1. Indemnification and Liability.

(a) Liability. The County is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). The County does not waive any defenses or limits of liability available under the Immunity

Act and other applicable law. The County maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The Recipient agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees 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 Recipient's breach of this Agreement; (ii) any acts or omissions of or by the Recipient, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) any improper use of the Funds. The Recipient agrees that its duty to defend and indemnify the County 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 Recipient further agrees that the Recipient's indemnification obligations in this Section 4.1 will survive the expiration or termination of this Agreement.

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

4.3. Assignment and Transfer of Funds. The Recipient shall not assign or transfer its obligations under this Agreement or its rights to the Funds under this Agreement without prior written consent from the County. The Recipient shall use the Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 5 --DEFAULTS AND REMEDIES

5.1. Recipient Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the Recipient to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the Recipient on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the Recipient of the occurrence thereof.

5.2. 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 other remedies conferred upon the County by law or equity or 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 disbursement of Funds to the Recipient; and/or
- (b) Reduce the amount of any future disbursement of Funds to the Recipient by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 6 -- MISCELLANEOUS

6.1. Use of Funds. The Recipient agrees to use the funding consistent with the provisions of state and federal law as well as all relevant County ordinances and policies and procedures.

6.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the Recipient, including the adoption of any necessary resolutions or ordinances by the County and the Recipient authorizing the execution of this Agreement by the appropriate person or persons for the County and the Recipient, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) 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, and (d) the filing of a copy of this Agreement with the keeper of records for the County. This Agreement shall terminate upon the earlier of: (a) the date the Parties have performed all of the material obligations described herein, or (b) three (3) years from the date the Agreement is executed by both Parties. The Parties intend that the distribution described herein will be made promptly following execution of this Agreement and that the Recipient will expend such distribution for the purposes stated in this Agreement promptly following receipt.

6.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Funds to be paid to the Recipient for the purposes set forth in this Agreement. If 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 Funds to the Recipient under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Funds to the Recipient in succeeding fiscal years. The County's obligation to contribute Funds to the Recipient 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 Recipient, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

6.4. 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 Recipient 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 Recipient.

6.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

6.6. Ethical Standards. The Recipient 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, Salt Lake County Code of Ordinances; 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.

6.7. 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.

6.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

6.9. 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.

6.10. No Obligations to Third Parties. The Parties agree that the Recipient's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the Recipient. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6.11. Agency. No officer, employee, or agent of the Recipient 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 Recipient 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.

6.12. 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.

6.13. 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 shall remain operative and binding on the Parties.

6.14. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

6.15. 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.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Approved by:

Salt Lake County Regional Planning and Transportation

By **Ryan Perry** Digitally signed by Ryan Perry
Date: 2020.11.24 15:33:53
-07'00'

Ryan Perry

Dated: **November 24**, 20**20**

Approved as to Form and Legality:

By **Jason S. Rose** Digitally signed by Jason
S. Rose
Date: 2020.11.20 14:54:08
-07'00'

Senior Attorney

AGREEMENT – SIGNATURE PAGE FOR Recipient

TRAILS UTAH

By _____

Name: _____

Title: _____

Dated: _____, 20_____

EXHIBIT A

Project Description (Application)



TRCC APPLICATION

ORGANIZATIONAL INFORMATION

Date:

Please include employee org chart, list of board members, and copy of annual budget with application. Applications are due by August 31, 2018. Please submit completed applications to Brad Kendrick at bkendrick@slco.org

Organization:

Contact Name:

Street Address:

City: State:

Website:

Phone Number: Email:

Total # of Staff: Number of Annual Volunteers:

Total Organization Budget:

Is your organization a government entity:
 Yes No

Is your organization nonprofit or tax-exempt:
 Yes No

Organizational Mission Statement:

TRAILS UTAH is dedicated to trail advocacy, planning, and construction in needed areas throughout the state. Our goal is to enhance the quality of life for the citizens of Utah by facilitating improved access to fun, sustainable trails that encourage healthy lifestyles and work to protect our natural resources.

Description of Organization:

TRAILS UTAH is a 501-(c)3 non-profit organization that partners with trail user groups, land managers, and governmental entities to facilitate all aspects of recreational trail development. We use progressive trail design and building techniques to create sustainable, low-maintenance trails that connect people and communities to the outdoors. We advocate for more trail planning and funding throughout the state and seek to educate the public about the benefits of trail based recreation. We promote Utah's trails and spectacular landscapes in an effort to grow recreation tourism and invigorate local economies.

Population Served: (Include demographics, i.e. age, race, ethnicity, income levels, etc...)

In this application we are seeking to address critically needed trail maintenance, repairs, and reroutes on two trails in the Central Wasatch. The Central Wasatch now sees more than 4 million visitors annually, the majority of those seeking a quality outdoor experience on our trail systems. One of the trails is hugely popular and serves dog walkers, hikers, and mountain bikers near the mouth of Millcreek Canyon. The other trail is a favorite of avid hikers and lies within the Mt. Olympus Wilderness area along the ridgeline between Millcreek and Big Cottonwood Canyon.

Geographic Area Served:

The entire population of Salt Lake County seeks out the hiking and biking trails of the Central Wasatch for their outdoor recreation in the drier months. Our recreational trails not only draw several million visitors from the valley every year, they are increasingly attracting visitors who come to our area to experience the majesty of the Wasatch during the summer season.



TRCC APPLICATION

PROPOSAL REQUEST

Project Name:

Type of Request:

Requested Amount: Project Budget: Percent:

Can funding for this project be paid in installments over multiple years? Yes No

If yes, number of years: 1 2 3

Is the request for repetitive funding for multiple years? Yes No

If yes, number of years: 1 2 3

Request Description (indicate how your request fits within the TRCC parameters):

The Rattlesnake Gulch Trail is one of the most heavily used trails in the Wasatch as well as one of the most dangerous and degraded. Exceedingly steep grades that pitch fall-line down the middle of a gully have resulted in a very dangerous trail that hosts a combination of mountain bikers, hikers, and dog walkers. Grant monies would be used to entirely reroute sections of the trail and repairing others. Once re-aligned with sustainable, enjoyable grades all types of trail users can safely enjoy this trail.

The Bowman Fork Trail has almost disappeared in sections due to deferred maintenance. Grant monies would be used for crews to re-establish this trail, making it more obvious to hikers traversing this very high area of the Wasatch. Residents of Salt Lake County and visitors seeking alpine vistas and solitude will relish a hike along this trail once it is properly re-established. This trail will help to connect other trails in the area and take pressure off of other better known trails in the Wasatch.

Description of Community Benefits:

The Rattlesnake Gulch trail is perhaps one of the more dangerous trails in the Central Wasatch trail system. The danger arises from heavy use, a mix of descending mountain bikers, hikers, and dog walkers, and an abundance sharp, rocky buildups in the drainage bottom. Getting the trail out of the drainage bottom onto a contoured trail will work to control speeds of mountain bikers and make the trail safer for everyone. Re-establishing the Bowman Fork trail will give hikers a safe, clearly marked means of crossing over from the top of popular Alexander Basin Trail to Baker Pass, a sought after destination between Millcreek and Big Cottonwood Canyons.

For Capital Projects describe how the ongoing Operational and Maintenance Expenses will be funded:

Improvements to these trails will improve their sustainability and lessen the amount and expense involved in major trail fixes in the future. The Salt Lake Ranger District and Trails Utah will continue to work with other trail user groups to help with maintenance in the future.

Other Committed Funding Sources:

Contributor:	<input type="text" value="Salt Lake Ranger District, USFS"/>	Amount:	<input type="text" value="\$ 23,200"/>
Contributor:	<input type="text" value="Trails Utah volunteers"/>	Amount:	<input type="text" value="\$ 12,420"/>
Contributor:	<input type="text"/>	Amount:	<input type="text"/>
Contributor:	<input type="text"/>	Amount:	<input type="text"/>



Advisory Board
Tourism, Recreation, Cultural & Convention Facilities Fund
Salt Lake County

August 31, 2018

Dear Advisory Board Members,

Please find here a TRCC application requesting funds in the amount of **\$63,460 for critical trail needs** identified in our Central Wasatch Trail Improvement Project. Salt Lake County government, including this TRCC Board, Parks and Recreation, and the Open Space program have together, done an incredible amount in recent years to address the acute need for trail funding in the Central Wasatch. For this we are deeply grateful. And still there is more to do!

This is our fifth year requesting resources from the TRCC Fund for critical trail needs in the Central Wasatch. Grant awards in the past have enabled us to initiate and complete several outstanding trail projects like the Grit Mill Trail System, which has provided access for climbers of all abilities to one of this state's most celebrated climbing areas. We revived the Desolation Trail in the Mt. Olympus Wilderness Area, created a new trail linkage between Desolation and Dog Lake Trails, and almost doubled funding of past grant awards by leveraging through other grant programs.

With our funding award from last year we have already conducted studies and identified alignments for an Upper Millcreek trail that would connect trailheads at Elbow Fork and at Big Water at the end of the canyon. We are now in the process of identifying what level of NEPA study will be required and should be able to use remaining funds for initial construction efforts next season. We continue to develop partnerships with the Salt Lake Ranger District and Salt Lake County's Parks and Recreation Department have made significant strides in delivering quality recreational opportunities to residents and visitors to Salt Lake County. With your help we are beginning to make real progress in addressing the unrelenting demand for more and better trails in the Central Wasatch and beyond.

Project Descriptions

In this phase of our Central Wasatch Trails Improvement Project we have identified **two trails** that are in serious need of extensive repairs, but for opposite reasons. The **Rattlesnake Gulch Trail** near the mouth of Millcreek Canyon is a heavily used by a mix of trail users that include mountain bikes, hikers, and dog walkers. It serves as an exit point for the popular Pipeline Trail for mountain bikers, who are often descending off the Wasatch Crest Trail. After a long contour down from Elbow Fork, bikers drop down a very steep, loose, rocky trail at high rates of speed. Because the trail is the first trail that can be accessed heading up the canyon from Wasatch Boulevard it is a go-to for local hikers and dog walkers looking to get out for a quick excursion.

The combination of descending mountain bikers and uphill hikers and dog walkers is a dangerous mix

that needs a solution. Moving the trail up out of the gully bottom and contouring it on the side slope is a remedy for this situation that will work to slow mountain bikers and make a quality experience for everybody. This trail project will involve some limited NEPA review and advanced trail building techniques but is critically needed to make this trail safe and enjoyable for all users. A better exit trail from the Pipeline Trail will drastically improve the entire trail system for Millcreek Canyon. The requested amount for reroutes and improvements for the **Rattlesnake Gulch Trail constitutes the bulk of this grant request at \$40,800. Total budget for this portion of the project is \$68,220.**

The rehabilitation of the **Bowman Fork Connector Trail** between the Alexander Basin Trail and Baker Pass is a project similar to the resurrection of the Desolation Trail. This trail has largely disappeared in spots due to deferred maintenance and remoteness. It is a truly stunning stretch of trail that threads across the upper basins and peaks of the Wasatch between Millcreek and Big Cottonwood Canyons. Reviving this trail by clearing vegetation, removing downed trees, and re-establishing the trail tread could help to create a needed route between the Alexander Basin Trail and the Bowman Fork Trail, improving loop options mid-canyon in Millcreek.

The work to re-establish the trail will need to be done by hand because of its location within Wilderness. Utah Conservation Corps crews, who will be conducting the work, will need to camp out in the area to effectively perform the work that is needed. Logistics are intensive for this kind of trail work and support for their operation will involve packing in water and supplies by volunteers. The **total budget for this portion of the project is \$30,860 and we are requesting \$22,660 for the project** through TRCC funding.

Over the last four years Trails Utah has been privileged to work with an outstanding cast of caring folks in the USFS and at Salt Lake County who are committed to caring for the natural environment of the Wasatch and making Salt Lake County an even greater place to live. Through our partnership with these government entities, land managers, and other devoted trail user groups, we have made important strides toward providing quality recreational experiences for both visitors and residents of Salt Lake County. We would like to continue to further those working relationships in the service of our both our human and wild communities and are asking for your support.

Thank you for your time and consideration.

Respectfully,

Sarah L. Bennett
Executive Director, Trails Utah



Trails Utah
BOARD of DIRECTORS & STAFF—2017

BOARD OF DIRECTORS

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Senta Beyer—Special Projects Manager
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senta@trailsutah.org
435-640-8472

Trails Utah Profit & Loss December 2017

	Dec 17	Jan - Dec 17	% of Income
Ordinary Income/Expense			
Income			
4100 · Contribution Income			
4110 · Support Contributions-General	250.00	5,050.53	100.0%
4180 · Live Utah Give Utah	0.00	981.68	0.0%
Total 4100 · Contribution Income	250.00	6,032.21	100.0%
4200 · Municipal & Governmental Grants	0.00	56,922.63	0.0%
Total Income	250.00	62,954.84	100.0%
Cost of Goods Sold			
5400 · Merchandise Costs	1,341.50	1,341.50	536.6%
5600 · Trail Expenses			
5610 · Trail Construction	0.00	123,260.00	0.0%
Total 5600 · Trail Expenses	0.00	123,260.00	0.0%
Total COGS	1,341.50	124,601.50	536.6%
Gross Profit	-1,091.50	-61,646.66	-436.6%
Expense			
6080 · Bank Charges	0.00	51.00	0.0%
6084 · Business Tax & License	0.00	95.00	0.0%
6092 · Contract Labor			
6094 · Operations & Admin	0.00	6,856.90	0.0%
Total 6092 · Contract Labor	0.00	6,856.90	0.0%
6130 · Dues & Memberships	0.00	157.50	0.0%
6180 · Insurance Expenses			
6184 · Property & Liability	0.00	1,038.00	0.0%
Total 6180 · Insurance Expenses	0.00	1,038.00	0.0%
6230 · Meals & Staff Meetings	0.00	108.32	0.0%
6240 · Merchant Account Fees	8.15	120.89	3.3%
6250 · Postage and Delivery	0.00	90.00	0.0%
6320 · Office Supplies & Expenses	0.00	92.39	0.0%
6440 · Professional Fees			
6444 · Accounting & Tax Prep	385.00	2,145.00	154.0%
6556 · Consulting & Engineering	0.00	8,742.50	0.0%
Total 6440 · Professional Fees	385.00	10,887.50	154.0%
6660 · Trade Shows & Training Expense	0.00	140.00	0.0%
6850 · Website Expense			
6870 · Website and Digital Media	0.00	512.88	0.0%
Total 6850 · Website Expense	0.00	512.88	0.0%
Total Expense	393.15	20,150.38	157.3%
Net Ordinary Income	-1,484.65	-81,797.04	-593.9%
Other Income/Expense			
Other Income			
7000 · Interest Income	2.80	94.90	1.1%
Total Other Income	2.80	94.90	1.1%
Net Other Income	2.80	94.90	1.1%
Net Income	-1,481.85	-81,702.14	-592.7%



Utah Chapter

800 South 423 West | Suite A103 | Salt Lake City | UT 84101
801.467-9294 x102 | www.utah.sierraclub.org

TRCC Advisory Board
Support of Application

Dear Sirs:

August 31, 2018

The motto of the Sierra Club is to explore, enjoy and protect the planet. The Utah Chapter supports and promotes the enjoyment of the outdoors and as such supports the Trails Utah proposal for TRCC funding for maintenance on the Rattlesnake Gulch Trail, the trail between Alexander Basin and Baker Pass as well as a new gravity bike trail in the Herriman Hills.

Rattlesnake Gulch is a heavily used trail and needs some realignment and trail repair. The trail between Alexander Basin and Baker Pass is overgrown and nearly lost due to lack of maintenance. Getting it back into use will take some pressure off of other trail segments plus it will restore a loop that once went from Alexander Basin trail head to the top of Gobblers Knob and then back around on the north side of Gobblers Knob returning to the trail head. Gravity bikers present issues to other trail users who would prefer not to share trails with them. Constructing a trail dedicated to their use would hopefully direct them to it and reduce the potential for conflict with other trails users.

The great majority of trail users on the Wasatch Forest are Salt Lake County residents. It seems appropriate that the County be a source of funding towards the enjoyment of its citizens of the trails in the forest. Forest Service funding for trails has diminished over the years while use has increased. As the population of the County increases pressures on recreation amenities in the Wasatch will also increase. The TRCC fund is an appropriate source of monies to improve and enrich our recreation opportunities.

Thank you;

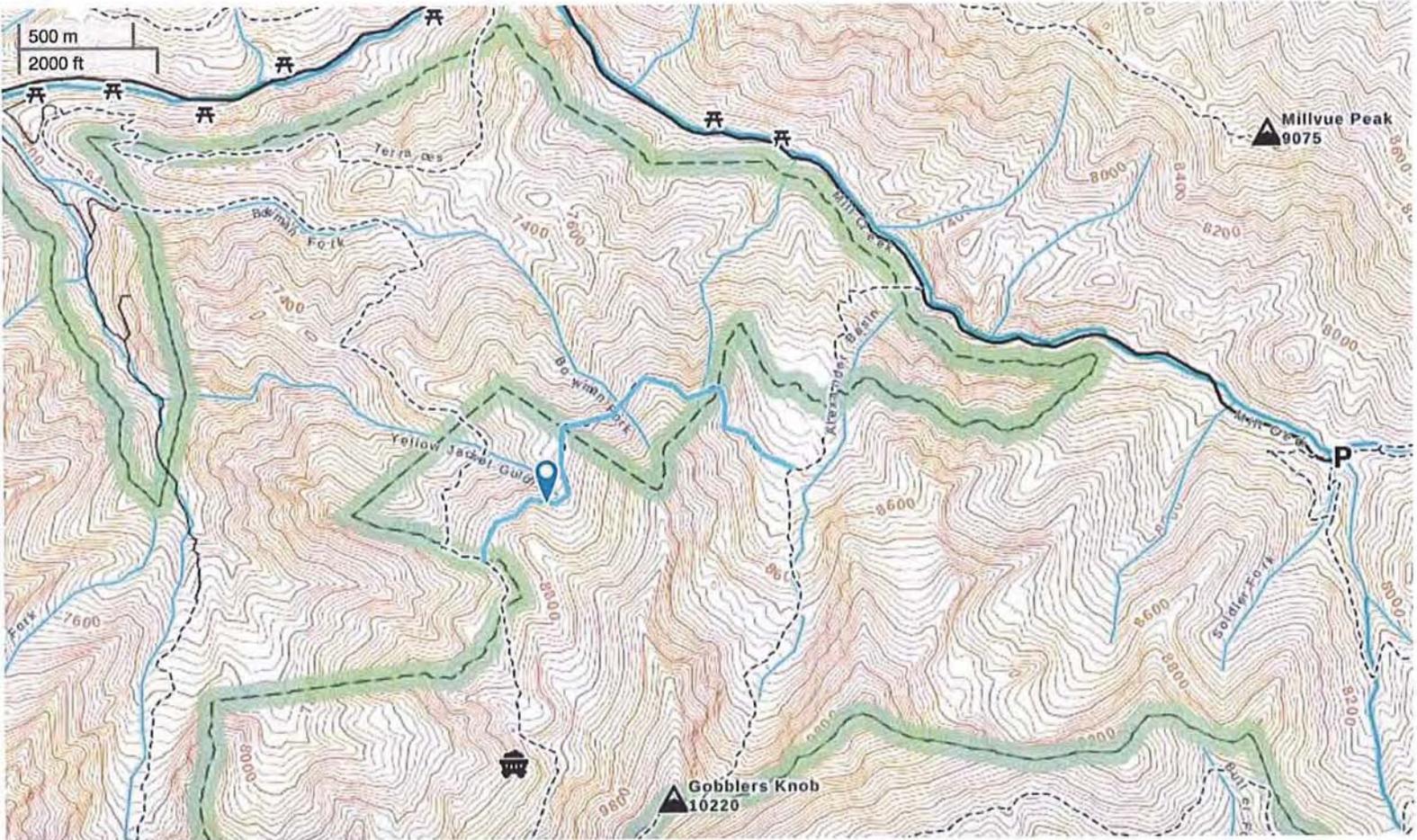
Will McCarvill
Salt Lake Group Liaison
Utah Chapter of the Sierra Club
801-694-6958

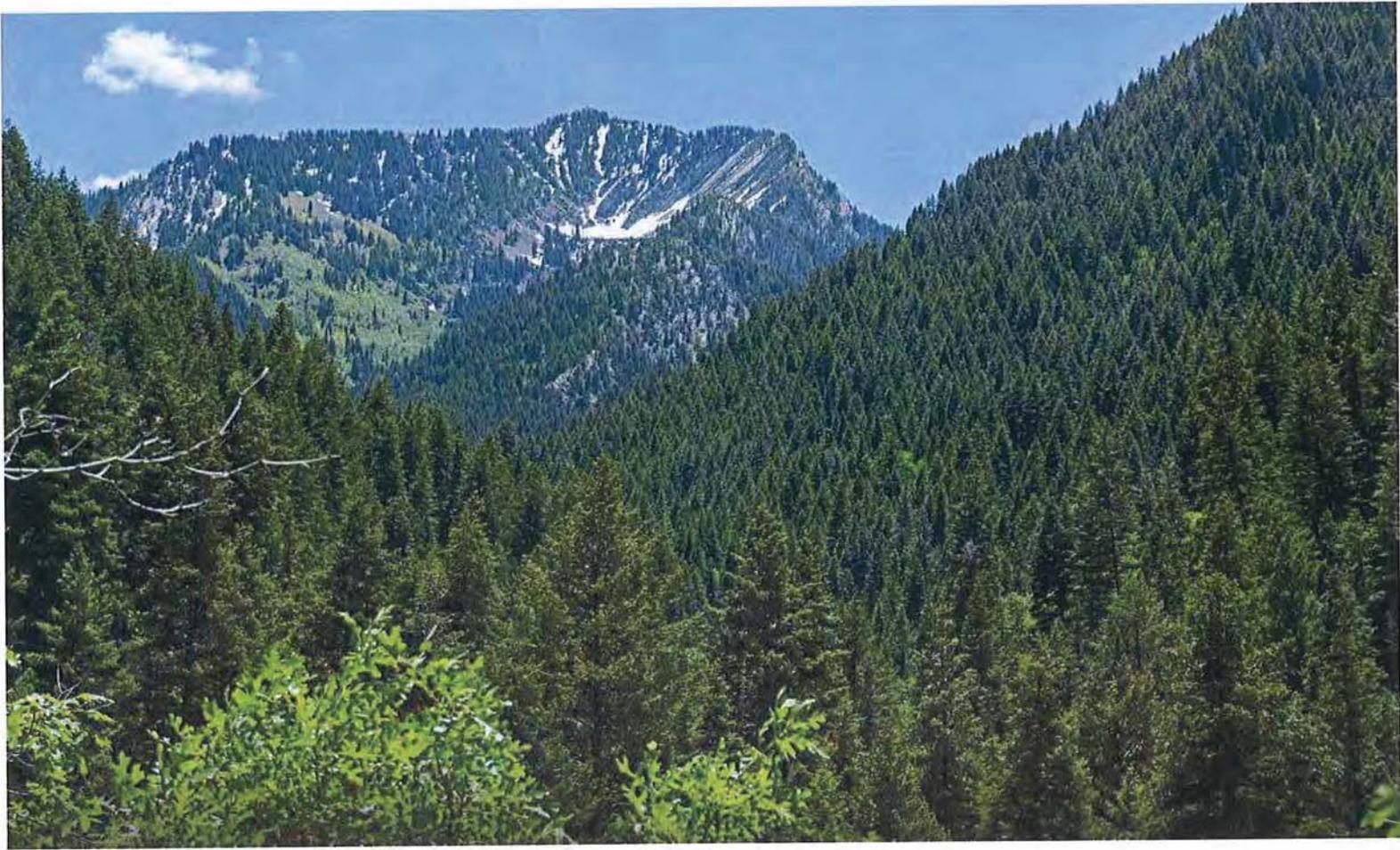
The Utah Chapter of the Sierra Club is a grassroots volunteer organization dedicated to:

Protect and promote Utah's outdoors and natural landscapes;
Educate and advocate for the responsible preservation of clean air, water and habitats
Support the development of sustainable renewable energy for the benefit of present and future generations.



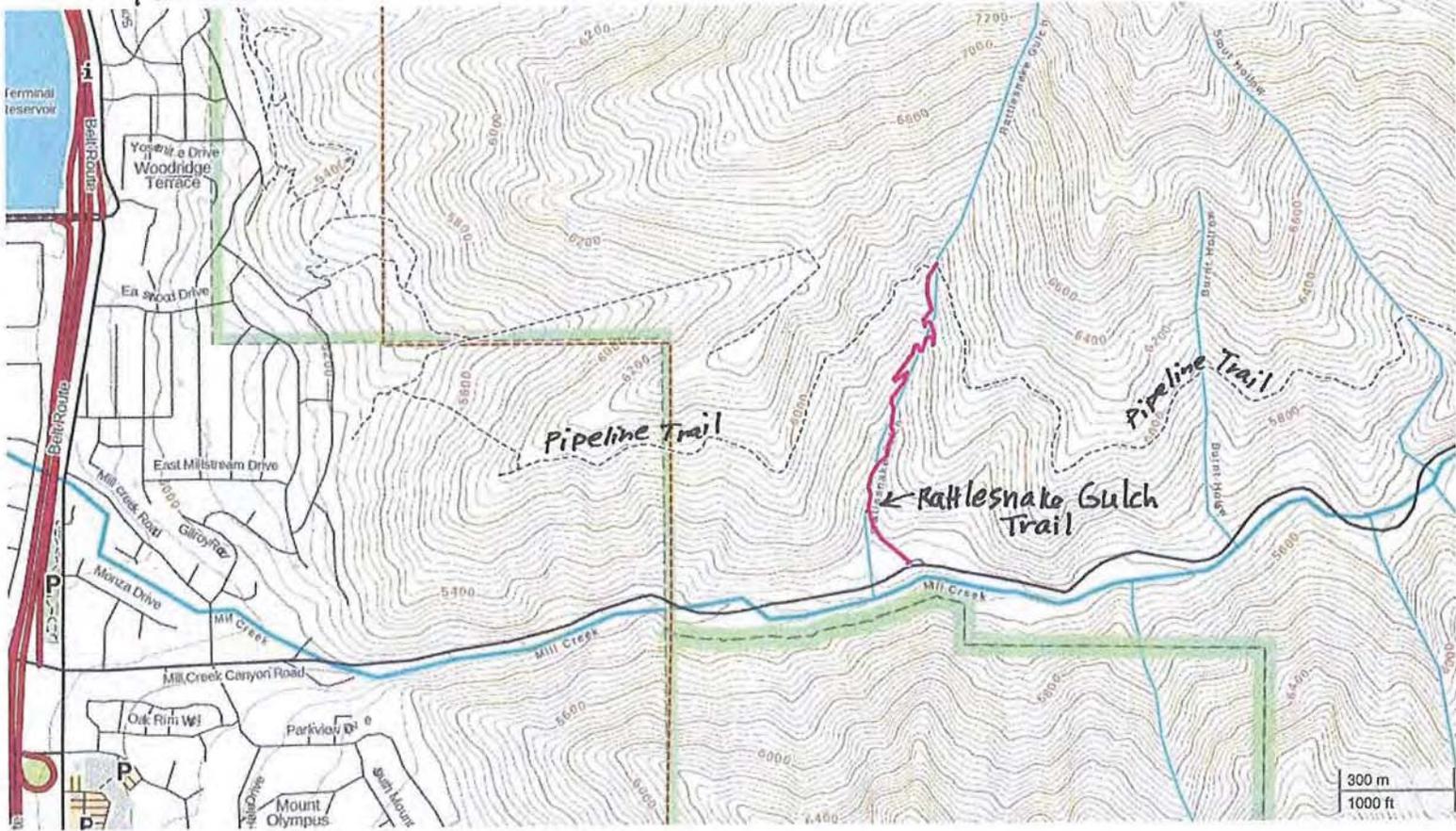








RATTLESNAKE GULCH TRAIL









File Code: 2350

September 14, 2018

TRCC Advisory Board
2001 S. State Street
Salt Lake City, UT 84114

Dear TRCC Advisory Board,

Trails Utah has a history of successful partnership with the Salt Lake Ranger District. Together we have been able to build new trails and perform maintenance on already popular trails. We have opened an ATV trail that was closed by major rock fall, and we have restored an area in Little Cottonwood Canyon that was experiencing resource damage from unmanaged recreation. Most recently, we worked with Trails Utah to plan a new and essential bike-trail connection in Millcreek Canyon.

Trails Utah's current proposal to reroute the steep and eroded sections of the Rattlesnake trail in Millcreek Canyon would address many of the existing issues on the trail. User experience, biker and hiker safety, and resource conditions would all be improved by implementation of this project. Their proposal to widen and perform large-scale maintenance on the Bowman Connector and Desolation trails in the Mt. Olympus Wilderness area would similarly improve the recreation experience for hikers and runners in Millcreek Canyon.

If Trails Utah is awarded the funding for these projects, the Salt Lake Ranger District commits Forest Service resources for planning, NEPA, layout, leadership, and assisting in contract oversight. These duties will be accomplished by personnel at the program manager, crew foreman, and skilled crew-member levels. Additionally, the Forest Service will provide supplies for construction.

In summary, the Forest Service fully supports the proposal from Trails Utah.

Thank you for your consideration,

Sincerely,

Rebecca Hotze



Millcreek Council
Jeff Silvestrini, Mayor
Silvia Catten, District 1
F. Dwight Marchant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4



Millcreek Offices
3330 South 1300 East
Millcreek, Utah 84106
801-214-2700
www.millcreek.us

September 13, 2018
Millcreek, Utah

TRCC Board Members:

We understand that the non-profit organization Trails Utah is making a request for funding from the TRCC Fund for trail projects in Millcreek Canyon. We support and encourage you to approve their funding request.

As you may know, Millcreek Township once had jurisdiction that included the entire Millcreek Canyon. Although technically not now part of our jurisdiction, Millcreek continues to have a strong feeling of connection to Millcreek Canyon.

With past support from the TRCC fund, Trails Utah has completed or is working on several Millcreek Canyon projects such as renovation of the Desolation Trail and extending the Pipeline Trail to the top of the canyon road.

This year Trails Utah is requesting funding for two more Millcreek Canyon projects.

1) The first project is to relocate the Rattlesnake Trail out of the narrow gully and significantly reduce the trail grade. This will make the trail safer for mountain bikers as well as hikers. Also, mountain bikes coming off the Wasatch Crest Trail will be more likely to use this trail than to ride down the busy Millcreek Canyon Road. Rattlesnake will also become a section of the Bonneville Shoreline Trail. A safe and fun trail down into Millcreek Canyon will discourage bikes coming down the canyon from continuing into the neighborhood below Grandeur Peak when the BST is completed.

2) The second project is to renovate the Bowman Fork Trail across the face of Gobblers Knob. This trail is an important interconnect from Millcreek Canyon to Big Cottonwood Canyon and has fallen into significant disrepair.

Millcreek supports full funding of the \$63,460 TRCC request by Trails Utah.

Thank you,

Jeff Silvestrini
Millcreek Mayor



Bonneville Shoreline Trail Committee
1966 East 900 South
Salt Lake City, Utah 84108

September 14, 2018

SLCo TRCC Board:

The Bonneville Shoreline Trail Committee supports and encourages you to approve the Trails Utah funding request that includes rerouting the Rattlesnake Gulch Trail in Millcreek Canyon.

The Bonneville Shoreline Trail (BST) is a regionally important trail along the urban-wildland interface, which roughly parallels the shoreline of the ancient Lake Bonneville. Although the trail was conceived in Salt Lake County, progress has been slow and now other counties have surpassed it in trail miles constructed.

One of the BST sections that we want to complete is between Parleys Canyon and Millcreek Canyon. The Rattlesnake Gulch Trail will become part of this BST section connecting down into Millcreek Canyon. However, the existing trail is very steep and constrained in a narrow gully. This makes the trail an 'expert only' mountain bike trail and leads to dangerous hiker-biker interactions. This steep dangerous trail will encourage mountain bikes coming down the Pipeline Trail to continue across the new BST into the neighborhood between Parleys and Millcreek Canyons. That is a serious community concern and will cause resistance as try to complete the BST in that area.

A lower grade intermediate Rattlesnake Gulch Trail will reduce the existing safety problems and will also help gain community support as we move forward with the BST between Parleys and Millcreek Canyons. Please support this TRCC funding request from Trails Utah.

Thank you,

Dave Roth
Bonneville Shoreline Trail Committee

EXHIBIT B

Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code 59-2-2212.2 and the Agreement (the “*Agreement*”) between the County and Trails Utah (the “*Recipient*”), the County has committed to provide up to Thirty-Nine Thousand Eight-Hundred and Sixty Dollars (\$39,860.00) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the “*Project*” or “*Projects*”). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

IN WITNESS WHEREOF, Trails Utah, Utah has caused this certificate to be executed as of the day and year first above written.

RECIPIENT

By: _____

Its: _____

Date: _____

EXHIBIT C

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Trails Utah – Agreement for Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (the “Agreement”) between Salt Lake County (the “County”) and Trails Utah (the “Recipient”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project to which this Request for Disbursement relates.
2. These Reimbursable Project Costs have been paid by the Recipient and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.
5. There has not been filed with or served upon the Recipient any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Recipient is not in default or breach of any term or condition of the Agreement, and no event has occurred, and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the Recipient’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The Recipient acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in the Utah Code or in accordance with other applicable federal, state and local laws,

rules and regulations. As such, the Recipient agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 4.1 of the Agreement.

Dated this ____ day of _____, 20__.

TRAILS UTAH

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

