

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

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 **COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA**, ("Service Area"). County and Service Area may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

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

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

C. The Service Area is a political subdivision of the State of Utah.

D. The Service Area has requested TRCC Funds from the County to fund the design, construction, and installation of three playgrounds at three parks located within Cottonwood Heights (the "Project"). The Project is described more specifically in Service Area's TRCC Application attached hereto as **EXHIBIT A**.

E. The County Council appropriated TRCC Funds for this purpose in the 2023 Salt Lake County Budget.

F. 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.

G. 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. The County agrees to reimburse up to four hundred and twenty-nine thousand nine hundred and eighty-one dollars (\$429,981.00) to the Service Area from its 2023 TRCC Funds, all on the terms and subject to the conditions of this Agreement.

2 . SERVICE AREA'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

(i) The Service Area shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the Service Area to develop the Project as described in EXHIBIT A, (application) and EXHIBIT B, (project budget).

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

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

in the amount specified in the Service Area's Application. If the Service Area fails to make and expend such a matching contribution prior to **March 31, 2024**, the County may require repayment of TRCC Funds from the Service Area for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. The Service Area shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **March 31, 2024**. Additionally, if the Service Area uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the Service Area 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. Request for Reimbursement. Service Area shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

F. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement must be made on or before **March 31, 2024**.

G. Reporting Requirements. The Service Area 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 **March 31, 2024**.

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

I. Public Funds and Public Monies:

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

(ii) The Service Area, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC

qualifying purposes in Salt Lake County. The Service Area understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The Service Area expressly agrees that the County may monitor the expenditure of TRCC Funds by the Service Area.

(iii) The Service Area 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 Service Area under this Agreement, and the accounting of such use. If the County requests an audit, the Service Area agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. The Service Area agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the Service Area 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. The Service Area represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the Service Area, including the adoption of any necessary resolutions or ordinances by the County and the Service Area authorizing the execution of this Agreement by the appropriate person or persons for the County and the Service Area, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the full expenditure of the TRCC Funds received under this Agreement, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the Service Area's obligations in Paragraphs 2F, 2G, 2H, above, and Paragraph 3E 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 an officer vested with the executive power from the Service Area are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

E. Agency. No officer, employee, or agent of the Service Area 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 Service Area and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

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

survive the expiration or sooner termination of this Agreement.

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the Service Area for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the Service Area under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the Service Area in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the Service Area 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 Service Area, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

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

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

(b) The Service Area no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

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

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

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

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

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

(c) Terminate this Agreement.

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

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the Service Area 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 Service Area.

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

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

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

N. Assignment and Transfer of Funds. The Service Area shall not assign or transfer its obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. The Service Area shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

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

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

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

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

[Signatures continue on next page.]

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:

SALT LAKE COUNTY DISTRICT ATTORNEY

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

Digitally signed by
Craig J. Wangsgard
Date: 2023.03.09
08:26:24 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE SERVICE AREA

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

By Patti Hansen

Name: Patti Hansen

Title: Chair - Board of Trustees

Dated: 3/22/23, 2023



Attest:

Wise Durrant
Wise Durrant, Service Area Recorder
Date signed: 3/22/2023

Approved as to Proper Form and Compliance with Applicable Law:

SERVICE AREA ATTORNEY

By _____

Name: _____

Dated: _____, 2023

Rachel S. Anderson Rachel S. Anderson
2023.03.21
13:54:08 -06'00'

EXHIBIT A
TRCC Application

Salt Lake County
Community Services
TRCC
TRCC 2022 Support Program Application (2023 County budget)
Deadline: 7/6/2022

Cottonwood Heights Parks & Recreation Service Area
Cottonwood Heights Community Parks - Playgrounds (PRT)

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

\$ 429,981.30 Requested

Submitted: 7/6/2022 10:00:11 AM (Pacific)

Project Contact

Ben Hill
bhill@cottonwoodheights.com
Tel: 801-943-3190 x 110

Additional Contacts

lysed@cottonwoodheights.com

Cottonwood Heights Parks & Recreation Service Area

7500 S. 2700 E.
Cottonwood Heights , UT 84121
United States

Executive Director

Ben Hill
bhill@cottonwoodheights.com

Telephone 801-943-3190 x 110
Fax 801-943-3595
Web cottonwoodheights.com

Application Questions [top](#)

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

Project Overview

1. Select the type of support you are applying for

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

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

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

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

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

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

The Cottonwood Heights Parks & Recreation Service Area (CHPRSA) was formed, by an ordinance passed and adopted through the Salt Lake County Board of County Commissioners, in July of 1967. The creation of the CHPRSA, a political subdivision of the state of Utah (Local District), was driven by County residents, located inside the CHPRSA boundaries. The

overall objective in the CHPRSA formation was to enhance the parks and recreation services in the County's East Planning Area.

Over the years, CHPRSA residents have approved and paid for multiple bonds. Those bonds, along with the support of Salt Lake County, have helped create today's exceptional parks and recreation facilities, programs, and services provided by CHPRSA. Today, CHPRSA residents continues to strongly support the CHPRSA, through recreation center memberships, fee based participation, and property taxes.

The CHPRSA taxable, geographical area includes most of Cottonwood Heights City and small pockets of Murray, Sandy City, etc. However, our serviceable area is much more regional based, given our location and the quality of our ice and aquatic facilities, programs, and services.

The CHPRSA and Cottonwood Heights City, work closely together, through an inter-local agreement, to enhance the sense of community and the opportunities for parks and recreation. The inter-local agreement allows us to collaborate and pool expertise and resources that saves overall costs and improves the quality of life for our common community. Regardless of who owns the park, the CHPRSA, through the inter-local agreement, provides the park maintenance, scheduling, and programming.

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 requested project, replaces three playgrounds at three distinct parks in our community. Each playground and park is geographically located throughout the community, so the improvements will be realized by a diverse population. Two of the playgrounds and parks are owned by the CHPRSA and the other playground and park is owned by Cottonwood Heights City.

Playgrounds are safe spaces where kids develop crucial physical, social, emotional, and imaginative skills necessary to gain self-confidence, improve coordination, lower obesity, and advance critical thinking capabilities. Additionally, playgrounds engage communities and families to meet up with friends or make new acquaintances. Playgrounds are the heart of the parks and is a major player of providing health and wellness to our communities.

Each of these playgrounds are aged and/or past their live expectancy. The current playgrounds will need to be fully removed and replaced with new playgrounds. The new playgrounds will be improved with the latest safety and inclusion technologies. In addition, to the new playgrounds, a proposed swing set will also be added to Bywater Park.

Although, each playground is in serious need of replacement, we recognize that is would be helpful to provide a priority list...

1. Bywater Park's Playground: \$146,427.00
2. Antczak Park's Playground: \$198,928.00
3. Mill Hollow Park's Playground: \$175,574.00
4. Swing set at Bywater Park: \$93,330.00

Total Project Amount is \$614,259.00.

For cost details, please see the uploaded quotes in the documents tab. Each playground and the proposed swing set at Bywater Park has an individual quote. Additionally, attached to each playground quote, is a proposed concept rendering and site plan.

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

The County's East Planning Area is already at a shortfall of park land. Therefore, it is critical to preserve, maintain, and enhance the already established parks in our community.

In the Salt Lake County's 2015 Parks and Recreation Facilities Master Plan (page 59), it states, "The Cottonwood Heights Parks and Recreation Service Area is also a key provider, offering facilities and programs specifically requested by area residents. Funding agreements with the County have also greatly benefited the service area, providing capital infusions to help build and maintain park and recreation facilities in this area."

The requested project is shovel ready and fits well within the County's PRT Visions & Principles of the TRCC Support Program. Playgrounds and parks provide County residents and visitors with much needed resources that benefit the overall health and wellness of individuals and families. The playgrounds and parks provide economic growth to the community. The requested project, we enhance and ensure a well established legacy of parks and recreation in the County's East Planning Area.

All three playgrounds and parks are publicly owned and operated. The playgrounds and parks are fully accessible to the public and are free of charge.

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

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

The beauty of a playground is the unstructured play and social interactions that happens as families, friends, and communities gather and play.

Throughout the year, each of these playgrounds and parks are enjoyed by numerous families and community members. Our community demographics continues to shift, as more and more younger families move into the area. Those new families, as well as our established families, will greatly benefit from the new and improved playgrounds.

The parks are home to several structured recreational programming that will additionally benefit from the new and improved playgrounds. The playgrounds act as a support to the structured recreational program by giving family members, that are not participating, a place to play.

Please see letters of support from the community (City of Cottonwood Heights, and the Cottonwood Heights Parks, Trails, and Open Space Committee) uploaded in the document tab.

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

With the shortfall of park land in the County's East Planning Area is critical to preserve, maintain, and enhance the already established parks in our community.

Each new playground will fit into the designated spaces of the previous playgrounds. The proposed swing set at Bywater Park will replace an outdated and difficult to maintain sand volleyball court. Throughout the year, each of these playgrounds and parks are enjoyed by numerous families and community members. The new playgrounds will be loved and appreciated by all and will enhance the legacy of parks and recreation in the CHPRSA, Cottonwood Heights City, and the County's East Planning Area.

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

The mission of the Cottonwood Heights Parks and Recreation Service Area is...

"We provide exceptional facilities, parks, and services to improve the health and lifestyles of our community."

We do this by living by our core values of...

Customer Service
Honesty and Integrity
Partnerships
Reliability
Safety
Accountability

The requested project, fits nicely in our commitment to provide exceptional facilities, parks, and services that will improve the health and lifestyles of those that visit the parks. The project will also strengthen our core value of Customer Service, Reliability, Safety, Accountability, and our Partnerships with Cottonwood Heights City, Canyons School District, and Salt Lake County.

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.

As a political subdivision of the state of Utah (Local District), we receive funding through recreation center memberships, fee based participation, property taxes, etc.

We are prepared to fund (cash-in-hand) the requested project with a 30% match. The CHPRSA will cover 20% of that match and Cottonwood Heights City will cover the other 10%.

We fully understand that the TRCC Support Program is a reimbursement grant. We have an adequate cash flow to manage the project, until the reimbursement is processed. If approved, we will work closely with the County and follow all reimbursement guidelines and requests.

10. Document your ability to raise additional project funds.

N/A

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

This is a one time capital expense request. All ongoing maintenance, operating, and staffing expenses for the project will be funded by the CHPRSA and/or Cottonwood Heights City.

The maintenance, operating, and staffing expenses of the current playgrounds are already funded and will continue to be funded by CHPRSA and/or Cottonwood Heights City. The new playgrounds will not increase the maintenance, operating, and staffing expenses. Therefore, the financial impact of the requested project is already covered in our associated, organizational budgets.

No additional revenue will be secured or realized, as the playgrounds and parks are fully accessible to the public and are free of charge.

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.

Antczak Park: 1850 East 7200 South; Bywater Park: 3149 East Banbury Rd. (7420 South); Mill Hollow Park: 2900 East Hollow Mill Dr. (6800 South).

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.

Antczak Park is a class two regional park and is owned by CHPRSA. The park was built in 1977, and was named for Don Antczak, who served as a Board of Trustee for the CHPRSA and later as a member of Cottonwood Heights City Council. The park is located in the Colebrook neighborhood, directly next to Ridgecrest Elementary. Park amenities include: four tennis courts (including lights), a large rentable pavilion, charcoal grills, restrooms, children's playground equipment, two sand volleyball courts, multipurpose fields, etc. The current playground was installed in 2003.

Bywater Park is a class two regional park and is owned by CHPRSA. The park was also created in 1977, and was named for Paul Bywater, an original Board of Trustee, who was influential in acquiring and developing the CHPRSA. The park is located in the Butlerville neighborhood. It is a beloved pavilion picnic spot and a popular venue for community baseball games. Park amenities include: two tennis courts (including lights), a large rentable pavilion, charcoal grills, restrooms, children's playground equipment, a sand volleyball court, three baseball/softball fields, etc. The latest playground was installed in the late 1990's.

Mill Hollow Park is owned by Cottonwood Heights City. The park was created in the mid 90's. The park is located in the Knudsen's Corner neighborhood. The development of the park was a collaborative effort between Salt Lake County and CHPRSA. The park was originally owned by Salt Lake County and programed through CHPRSA. In 2020, Salt Lake County deeded the park over to Cottonwood Heights City. Through an inter-local agreement with Cottonwood Heights City, the CHPRSA still provides the maintenance and programing of the park. Park amenities include: a tennis court, a large rentable pavilion, charcoal grills, restrooms, children's playground equipment, a walking path, multipurpose fields, etc.

Please see the Salt Lake County Parcel Maps, uploaded in the document tab.

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.

As early in 2023, as authorized and possible, equipment would be ordered and installation scheduled. The construction of the project would then start in the Spring of 2023 and would be completed throughout the Summer of 2023.

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.

This is a one time capital expense request. All ongoing maintenance, operating, and staffing expenses for the project will be funded by the CHPRSA and/or Cottonwood Heights City.

The maintenance, operating, and staffing expenses of the current playgrounds are already funded and will continue to be funded by CHPRSA and/or Cottonwood Heights City. The new playgrounds will not increase the maintenance, operating, and staffing expenses. Therefore, the financial impact of the requested project is already covered in our associated, organizational budgets.

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

The administrative staff at Cottonwood Heights Parks & Recreation Service Area, in connection with Big T Recreation will manage the project.

Big T Recreation specializes in building commercial recreation equipment that kids and families love. Big T Recreation is on State Purchasing Contract for Playgrounds, Fitness Equipment, Outdoor Furniture, and Park Site Furnishings. Additional information about Big T Recreation can be found at their website: <https://www.bigtrecreation.com/>.

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.

Attached to each playground quote, in the documents tab, is a proposed concept rendering and site plan.

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.

For construction information and the associated cost, provided by Big T Recreation, please see the uploaded quotes in the documents tab. Each playground and the proposed swing set at Bywater Park have individual quotes with attached concept rendering and site plans.

24. Type of tourism promotion services

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

25. Goals and objectives of tourism promotion services

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

26. Scope of Work, including expected deliverable and timeline

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

27. Payment schedule for the promotional work and expenses

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

Documents [top](#)

Documents Requested *

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

[download template](#)

Required? Attached Documents *



[TRCC Project Budget Worksheet - CHPRSA](#)

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



[2020 CHPRSA Approved Budget](#)

[2021 CHPRSA Approved Budget](#)

[2022 CHPRSA Approved Budget](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters



[Letter of Support - Cottonwood Heights City](#)

[Letter of Support - CH PTOS Committee](#)

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)

CAPITAL 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

[Antczak Park - SLCO Parcel Ownership Map](#)

[Bywater Park - SLCO Parcel Ownership Map](#)

[Mill Hollow Park - SLCO Parcel Ownership Map](#)

[Antczak Park - Playground Quote](#)

[Bywater Park - Playground Quote](#)

[Mill Hollow Park - Playground Quote](#)

[Bywater Park - Swing Set Quote](#)

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EXHIBIT B
Project Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$	614,259.00
Total Funding Sources	\$	184,277.70
County Funding Requested	\$	429,981.30
Projected Surplus/(Deficit)	\$	-

Date: March 2, 2023

Project Name: Cottonwood Heights Community Parks - Playgrounds (PRT)
 Applicant Name: Ben Hill
 Contact Name: Ben Hill
 Contact Email: bhill@cottonwoodheights.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 139,895.00	Installation by Certified Crew - Big T Recreation
Consultants/Professional Services		
Permits/Fees	\$ 26,839.00	Freight
Equipment > \$5,000	\$ 391,885.00	Structures plus Surfacing
Administrative Overhead		
Contingency	\$ 55,840.00	10%
Other		
Total Project Budget	\$ 614,259.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 184,277.70		\$ 184,277.70	CHPRSA = \$122,851.80 (20% Match); City \$61,425.90 (10% Match)
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 184,277.70	\$ -	\$ 184,277.70	

