

AMENDMENT NO. 1

To the

AGREEMENT BETWEEN

SALT LAKE COUNTY

AND

CITY OF HOLLADAY

\*\*\*

THIS AMENDMENT NO.1 to Salt Lake County Contract #0000003453 is effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **CITY OF HOLLADAY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. On or about May 1, 2023, the Parties entered into Salt Lake County Contract No. 0000003453 (the "Agreement");
- B. The Parties now wish to amend the Agreement to amend the scope of the project and extend the expenditure deadline and reporting deadlines.

AMENDMENT

The Parties agree to amend the Agreement as follows:

- 1. The paragraph 2, is deleted and replaced as follows:
- 2. **CITY'S OBLIGATIONS AND REPRESENTATIONS.**

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

B. Allowable Uses and Limitation on Use.

City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (Application Project Change Request and Amended Presentation) and **EXHIBIT B**, (project budget).

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

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application, Project Change Request and Amended Presentation attached hereto as **EXHIBIT A** by **March 31, 2026**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2026**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023; December 31, 2024, December 31, 2025; and June 30, 2026**.

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

times.

H. Public Funds and Public Monies:

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

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

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

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

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

K. Representations.

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

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

2 . Exhibit A to the Agreement are hereby amended to include the Project Change Request and Amended Presentation attached hereto as Exhibit A, is incorporated by this reference:

3 . Exhibit B to the Agreement are hereby deleted and Project Budget attached hereto as Exhibit B, is incorporated by this reference:

4. All Parts, Paragraphs, Attachments and other provisions of the Agreement shall be the same and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, the day and year first above written.

*[Signature Pages to Follow]*



**SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2025

***Approved by:***

DEPARTMENT OF COMMUNITY SERVICES

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

Dated: \_\_\_\_\_, 2025

***Reviewed and Advised as to Form and Legality:***

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

Digitally signed by Craig J.  
Wangsgard  
Date: 2025.04.01 15:50:15 -06'00'

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF HOLLADAY



By R. M. Dahl

Name: Robert M. Dahl

Title: Mayor

Dated: April 7, 2025

Attest:

Stephanie A. Carlson  
City Recorder

Date signed: 4-7-2025

*Approved as to Proper Form and Compliance with Applicable Law:*

CITY ATTORNEY

By T. J. Godfrey

Name: Todd J. Godfrey

Dated: April 7, 2025

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Historic Walk Amendment 1 - 4.1.25.docx

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Exhibits A  
Application  
(attached to Agreement)  
Project Change Request and Amended Presentation

City of Holladay  
**Historic Walk in Holladay City Park**

**Project Contact**

Name: Holly Smith  
Email: hsmith@holladayut.gov  
Phone: (801) 272-9450 - ext 118

**Additional Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**1) Request Type**

- ☒ Scope Change  
☐ Deadline Extension  
☐ Other: \_\_\_\_\_

**2) Reason for Request**

*Provide a brief summary and reason for the change.*

The City of Holladay was awarded TRCC funds for the "Historic Walk in Holladay City Park" project, aka "Rooted Together". The "Rooted Together" project was recommended in the "Holladay Museum/Exhibit Feasibility Study" completed in June 2022 with a grant from the Cultural Capital Facility Grant Program, administered by the Utah Division of Arts & Museums, and it includes three elements (1) history walk in Holladay City Park, (2) kiosks/placemakers in key public spaces throughout the community, and (3) history gallery in Holladay City Hall.

The original project scope in the TRCC application for the first phase of the project included the research, concept programming and schematic plans for the entirety of the project (all three elements) plus the design and build of the historic walk. Through more detailed design work with Holladay's consultant, it was discovered that the project budget can accommodate not only the installation of the historic walk but also the placemakers. The requested scope change does not require additional TRCC funds or local funds. The City still plans a second phase for the installation of history gallery within Holladay City Hall at a later date.

**3) Current Project Status**

*Explain the current project or program status, including next steps.*

In 2024, the City of Holladay worked with its consultant, Riggs Ward Design, to successfully complete the research, programming, and design concept phases of the three "Rooted Together" elements: (1) history walk in Holladay City Park, (2) kiosks/placemakers in key public spaces throughout the community, and (3) history gallery in Holladay City Hall.

The next step is to finalize design and prepare construction documents for the (1) history walk in Holladay City Park and (2) kiosks/placemakers in key public spaces throughout the community.

**4) Project Summary**

*Provide an overview of the updated project or program that explains its purpose, what has changed, and what it aims to accomplish (include who, what, when, where, cost).*

The original purpose of the project from the time of the TRCC application remains unchanged: create historical exhibit experiences in public spaces, where people and facilities already exist.

Who: City of Holladay for local and regional residents and visitors

What: (1) History Walk in Holladay City Park, (2) Kiosks/Placemakers, (3) History Gallery in Holladay City Hall

-Phase I: Research, concept programming and schematic plans for the entirety of the project (all three elements) plus the design and build of the history walk and kiosks/placemakers. (This TRCC project.)

-Phase II: Final design and installation of history gallery. (Future project.)

When: Targeted Public Opening of Phase I in Late Summer 2025

Where: (1) Holladay City Park, 4580 S 2300 East, (2) 7 Public Locations (parks, plazas, schools), and (3) Holladay City Hall, 4580 S 2300 East

Cost: \$850,000 (\$600,000 TRCC award; \$250,000 local match)





## TRCC Project Budget Worksheet

### Project Summary:

Total Project Budget	\$ 850,000.00
Total Funding Sources	\$ 250,000.00
TRCC Funding Requested	\$ 600,000.00
Projected Surplus/(Deficit)	\$ -
Match Amount	\$ 250,000.00

Date: January 10, 2025

Project Name: Historic Walk in Holladay City Park

Municipality / Organization: City of Holladay

Contact Name: Holly Smith

Contact Email: hsmith@holladayut.gov

### Project Budget:

Description	Projected Cost	Detail
Design Svcs	\$ 224,250.00	Design and AV
Other (Describe)	\$ 20,000.00	Content Development
Other (Describe)	\$ 20,000.00	Landscape Design
Consultant	\$ 5,750.00	Travel and Use Rights
Construction	\$ 522,000.00	Fabrication and Installation
Contingency	\$ 58,000.00	Contingency / Modifications
Total Project Budget	\$ 850,000.00	

### Project Funding Sources:

Description	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 245,307.95		\$ 245,307.95	
Donation: Private	\$ 692.05		\$ 692.05	
Other (Describe)	\$ 4,000.00		\$ 4,000.00	Historical Commission book sales to support project
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total Project Funding Sources	\$ 250,000.00	\$ -	\$ 250,000.00	

Exhibits B  
Revised Project Budget  
(Supersedes Project Budget attached to Agreement)

**Historic Walk in Holladay City Park****5) Scope of Work**

*Describe the scope of work, including the requested scope change, expected deliverables, and updated timeline.*

1. Project Kickoff (January 2024)
2. Research - 4 months  
Deliverables: public workshops, written report of content research, resource package organized by themes, and prioritized with input by project team.
3. Concept Programming - 2 months  
Deliverables: report with conceptual alternatives including bubble diagrams, written description of exhibit scenes, preliminary sketches.
4. Schematic Plans - 3 months  
Deliverables: package developing preferred alternative with content outline consisting of scenes and content groups, floor plan with scenes, elevations/ renderings/ visualizations.
5. Design Development Documents - 3 months  
Deliverables: documents with text titles and descriptions, graphic layout drafts, style, typography, color, finishes, major exhibit elements, exhibit drawings, scripts, detailed exhibit plan.
6. Construction Drawing and Permit Review - 3 months  
Deliverables: 100% construction documents, fabrication details and permits.
7. Media and Exhibit Production and Casto House Enhancement - 4 months  
Deliverables: production graphics and media, fabrication of structures, installation of elements, building preparation and improvements, planting of new softscapes.
8. Test/Adjust - 1 month  
Deliverables: graphic source material is checked to verify completeness and quality issues with the exhibits addressed.
9. Soft Opening - 2 weeks  
Deliverables: document feedback from public, empirical data and other monitoring.
10. Grand Opening (Target - August 2025)  
Deliverables: Public event to celebrate completion and opening of Historic Walk.



# City of Holladay

Historic Walk in Holladay City Park  
TRCC Project Change Request // 3-28-2025



# TRCC Project Change Request

*Beyond the Walls of a Traditional Museum*

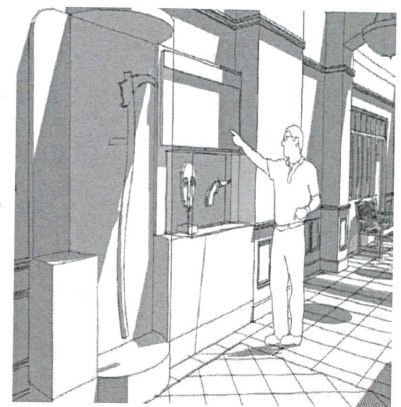
Historic Walk  
in City Park



History Markers  
at Key Locations



History Gallery  
in City Hall



SCOPE OF WORK

Design of All Elements

Installation of  
Historic Walk

Installation of  
History Markers

\$850,000 total budget  
\$600,000 TRCC // \$250,000 Local Match



# Original 2023 TRCC Award

*Beyond the Walls of a Traditional Museum*

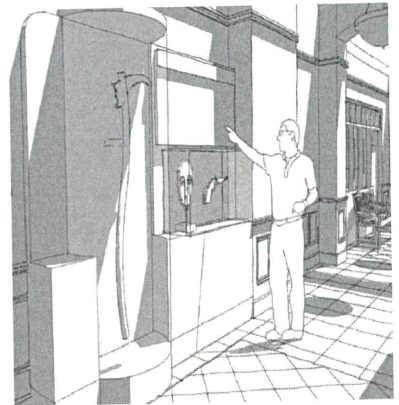
Historic Walk  
in City Park



History Markers  
at Key Locations



History Gallery  
in City Hall



SCOPE OF WORK

Design of All Elements

Installation of  
Historic Walk

\$850,000 total budget

\$600,000 TRCC // \$250,000 Local Match

