County Contract No. _____
DA Log No. 21-18946

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

HOLLADAY CITY

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 the Department of Community Services ("County") and **HOLLADAY CITY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.15.010.

B. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

C. 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 cultural facilities.

D. The City has requested TRCC Funds from the County —through the County's Cultural Facilities Support Program—to help finance the commission and installation of the City's first public art piece in the City's Village Plaza, as described in the City's Cultural Facilities Support Program ("CFSP") Application attached hereto as **EXHIBIT A** (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the 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 Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter 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.

AGREEMENT:

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 one hundred and fifty thousand dollars ($150,000.00) in 2021 to the City from its TRCC Funds - all on the terms and subject to the conditions of this Agreement.

2. CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to make the improvements described in **EXHIBIT A**.

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

C. Match Requirement. If the City's CFSP Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's CFSP Application. If the City fails to make and expend such a matching contribution prior to **September 30, 2023**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. For each reimbursement request, City shall furnish

to County the TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2023**.

F. Reporting Requirements. The Recipient shall submit to the County a completed copy of the TRCC Project Status Report, attached hereto as **EXHIBIT C** no later than **December 31, 2022,** and **December 31, 2023**.

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

H. Public Funds and Public Monies:

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

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

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

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

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

K. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in

Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2H, 2I, 2J, and 2K 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 in 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 City are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

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

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph

will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

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

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

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

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

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

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

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

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

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this

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

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

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

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

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

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

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this

Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

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

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

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2021

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By Robin B. Chalhoub Digitally signed by Robin B. Chalhoub Date: 2022.01.26 09:25:40 -07'00'
Holly Yocom
Department Director

Dated: January 26, 2022,2021

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By Craig J. Wangsgard Digitally signed by Craig J. Wangsgard Date: 2021.11.22 14:40:33 -07'00'
Deputy District Attorney

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

HOLLADAY CITY

By _____

Name: Robert M. Dahle

Title: Mayor

Dated: 1-12-2022, 2021 2022

Attest:

Stephanie N. Carlson

_____, City Recorder

Date signed: 1-12-2022

CITY OF HOLLADAY CORPORATE SEAL STATE OF UTAH

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By_____

Name: Todd J. Godfrey

Dated: 1-12, 2021 2022

EXHIBIT A

City's Cultural Facilities Support Program Application

Salt Lake County
ZAP
TRCC
TRCC 2019 Support Program 2019 Application (2020 County Budget)
7/15/2019 deadline

City of Holladay

Holladay Village Plaza Public Art CFSP

Jump to: Application Questions Budget Details Documents

$ 150,000.00 Requested

Submitted: 7/10/2019 12:30:25 PM (Pacific)

Project Contact
Holly Smith
hsmith@cityofholladay.com
Tel: 801-272-9450

Additional Contacts
none entered

City of Holladay

4580 South 2300 East
Holladay, UT 84117

Telephone 801-272-9450
Fax 801-272-9384
Web www.cityofholladay.com

City Manager
Gina Chamness
gchamness@cityofholladay.com

Application Questions *top*

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 Guidelines and Policies Tab 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 Guidelines tab for a list of planning areas.

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

3. Organization Overview: History, programs & services offered, audiences served.
The City of Holladay was officially incorporated on November 30, 1999, and although a relatively young city, the community's rich history dates back to 1847 as one Utah's earliest settlements. Today, the City's approximate 8.4 square miles is home to 30,805 residents. Holladay offers easy access to not only the amenities of the metropolitan region but also the nearby canyons and national forest areas. The community is well known for its unique residential properties nestled in heavily wooded areas of century old Cottonwood trees. Under the mayor-manager form of government, the Mayor and 5-member City Council, along with the City Manager and staff, are actively pursuing the implementation of projects and programs in support of the City's vision and general plan. Community driven goals include the enhancement of arts and cultural offerings, economic development, parks and trails, place-making, education, and livability, among other priorities.

The Holladay Arts Council was founded in 2004 by a dedicated group of volunteers who later formed a 501(c)3. That status lapsed, however, and the arts council operated as an independent organization for many years. In 2014 the City of Holladay secured a 3-year Local Arts Agency grant from ZAP to hire a part-time, contracted arts council director, with the City paying half the salary. When the grant expired in 2017, the City committed to hiring an executive director as a permanent, part-time employee, who then worked with the City to establish the arts council as an official City program. The City also recognized the benefits of a stable and vibrant arts council, and officially appointed 11 volunteer members for staggered three year terms.

The arts council has been working diligently to offer more programs that involve direct participation and reach wider audiences. Specifically, these major programs include:

- Artist of the Month (Since 2016)
- Fine Art Show (Since 2013)
- Holladay Reflections in Dance Concert (Since 2018)
- Concerts on the Commons (Since 2016)
- Blue Moon Festival (Since 2012)
- Plein Air Holladay (Since 2016)
- Artships (re-granting) (Since 2017)
- Other events/activities
- Public Art (in process – subject of this TRCC funding application)

Last year the council directly served 14,493 people of all ages who participated in 22 events—of which 21 were offered free of charge.

4. Project Description.
The City of Holladay, with the support of the Holladay Arts Council, Holladay Chamber of Commerce, and local businesses, is requesting $150,000 of TRCC (CFSP) funds for the commission and installation of the City's first public art piece in the Holladay Village Plaza. The total project budget is estimated at $200,000, and the City has committed $50,000 toward the project in its adopted Fiscal Year 2019-2020 Budget. As the first City-led effort to create a permanent public art piece, the proposed project will serve as a catalyst for a long-term public art program that includes the installation of pieces in key districts throughout the City over the next 10 years.

In 2018, Americans for the Arts released a document called Why Public Art Matters, which states: "Art in public spaces plays a distinguishing role in our country's history and culture. It reflects and reveals our society, enhances meaning in our civic spaces, and adds uniqueness to our communities. Public art humanizes the built environment. It provides an intersection between past, present, and future; between disciplines and ideas. Public art matters because our communities gain cultural, social, and economic value through public art."

With support from the TRCC program, the City will further activate the Village Plaza as an outdoor arts and cultural community venue with the addition of public art. The public art project will stimulate creative experiences in partnership with the surrounding Village businesses and entice more programming opportunities for using the plaza space and existing stage. The City considers the artistic offerings of Village Plaza as a draw for visitors that will ultimately foster tourism, aid in the economic success of local businesses and increase tax revenue for the City. The long-term public art plan seeks to install multiple public art pieces throughout the City will also unify commercial districts, help brand the City, support existing businesses, attract future economic redevelopment, and contribute to the quality of life and health of residents.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Guidelines Tab)
The proposed Holladay Village Plaza Public Art project directly fulfills the County's vision to establish facilities that enable a full range of arts and cultural activity for creation, presentation and education. The proposed project aims to connect residents, artists, businesses, and organizations, and through this synergy, provide opportunities for the public to learn, enjoy, and participate in the arts. In addition, the Holladay Village Plaza is a unique, outdoor venue in a vibrant commercial district, and as such, contributes to the County's desire to offer an array of cultural facilities which are distributed throughout the County. Lastly, the proposed project aligns with the CFSP Principles:

- To value professional arts organization, community arts organizations, and community participation, the City of Holladay has and will continue to work closely with the Holladay Arts Council and the Salt Lake County Public Art Office in developing and implementing the proposed project.
- To enable and enhance the development of local arts communities, the proposed project will directly support the Holladay arts community.
- To reflect and address the current and future needs of communities, the proposed project will help fulfill the adopted Holladay Village Master Plan as well as serve as the catalyst for Holladay's long-term public art program.
- To value the needs of individual artists and non-profit arts organizations, the proposed project aims to activate the Holladay Village Plaza to provide artists and organizations of multiple disciplines with more programming opportunities.
- To only support projects which demonstrate readiness, feasibility, and sustainability, the Holladay City Council has committed significant funds to install the proposed public art piece, and the project team is prepared to move forward upon

funding award.
• To support projects which address the need to maintain and upgrade existing facilities, the proposed project will enhance an existing facility - Holladay Village Plaza – and increase its utilization as an outdoor arts and cultural venue.
• To support projects which enhance arts and cultural organizations, the proposed project will aid the Holladay Arts Council in their goal to expand programming in the Holladay Village Plaza.
• To ensure the vibrancy of arts and culture throughout the County, the proposed project supports the Holladay City Council's desire to animate and activate the Holladay Village Plaza.
• To implement an inclusive and fair process for County-supported cultural facilities, the City has sought the advice of professionals with public art experience and will model its process after their recommended, successful RFQs with inclusive guidelines.
• To utilize cultural facilities as a tool for sustainable cultural and economic development of the County, the proposed project will connect the arts with businesses, which will contribute to economic growth and sustainability.

6. Evidence of local support and community need justifying the project.
Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.
Key evidence of support for the proposed project is found in the Holladay Village Master Plan and General Plan as well as letters of support from project partners, including the Holladay Arts Council, Holladay Chamber of Commerce, 3 Cups and Relics. These documents are included with this application.

7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.
In 2018, the Holladay Arts Council directly served 14,493 people of all ages who participated in 22 events—of which 21 were offered free of charge. The Arts Council intends to add additional programming on the Holladay Village Plaza by capitalizing on the presence of the proposed public art piece, which may yield 2-4 new events initially, serving an estimated 400-800 arts participants plus countless other arts patrons enjoying the public art piece.

8. Detail how the project is integral to your organization's mission.
Since its official municipal incorporation in 1999, the City of Holladay has strived to create a vibrant community, reflective of its unique history with diverse arts and cultural offerings. To help achieve this goal, the Holladay Village Master Plan was adopted – a major public-private venture in the heart of the City's historic retail and civic district resulting in the realignment of roadways by leveraging federal grants, integration of livability features, and construction of mixed-use developments. This thoughtful design strategy for the built environment framed the Holladay Village Plaza – a unique triangular, central gathering place with a permanent stage that is envisioned as the artistic expression center of the community. The proposed public art piece is part of the Master Plan and will help the City realize its vision to activate the Holladay Village Plaza as an outdoor arts and culture venue.

9. Describe how your current project funding has been secured.
The Holladay City Council adopted the fiscal year 2019-202 budget on June 13, 2019, which includes a commitment of $50,000 for the Holladay Village Plaza Public Art project.

10. Document your ability to raise additional project funds.
The City of Holladay has a general fund balance that may be considered for additional project funds, should the need arise.

11. Analysis of the financial impact this project will have on your organization's future finances.
The City of Holladay has committed $50,000 towards this project. Future maintenance will be accommodated using general fund dollars. The City will require all artist respondents to the request for qualification (RFQ) to include maintenance details in their proposals. The City will then select the proposal with these costs in mind; the City assures its commitment to maintain the art piece. The City will also consult with an inspector and ensure the piece is properly insured.

12. Please specify type of funding you are requesting
- ☐ Consulting
- ✔ Capital
- ☐ Other:

Consulting Applicants

13. Type of consulting services
NA

14. Goals and objectives of consulting services
NA

15. Scope of Work, expected deliverable and timeline

NA

16. Payment schedule for the work and expenses.
Upload a detailed project budget document (documents tab) by a qualified professional.
NA

Capital Applicants

17. What is the site location of your project.
The proposed project is located in the Holladay Village Plaza at the crossroads of 2300 East/Holladay Boulevard and Murray-Holladay Road in the City's historic commercial district.

18. Describe the current facility and specify if it is owned or leased.
Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).
The Holladay Village Plaza is built and includes existing amenities such as trees, planter boxes, decorative lighting and an outdoor stage. The site is outright owned by the City of Holladay. (See included record of ownership from the Salt Lake County Assessor's office.)

19. What is the overall project timeline?
The proposed project will require about 18 months to complete from start to finish. After consulting with a public art professional, the City anticipates 6 months for the RFQ process, and 12 months for the fabrication and installation of the art piece.

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.
For capital maintenance, as previously mentioned, the City of Holladay will require all artist respondents to the request for qualifications (RFQ) to include the cost and details of the upkeep of all components of the public art piece in their proposal. The City will then select the proposal with these costs in mind, asserting its commitment to maintain the art piece. In terms of operating expenses, the additional arts and cultural programming as a result of the Holladay Village Plaza Art Piece will be funded through a combination of City funds, local business sponsorships, grants, and other sources.

21. Provide project management information including key personnel and their experience.
Holly Smith, Assistant to the City Manager, City of Holladay (Co-Project Manager & Project Committee Member)
Holly serves on the City's Executive Team, providing a range of complex project management and analytical support to the City Manager and City Council. Holly holds a master's degree in public administration from Northern Illinois University and bachelor's degree in urban planning from the University of Utah. Holly has worked at many levels of government including positions in city administration, county transportation programming, and regional planning. Holly specializes in grant proposal writing and fund administration. She was the City's grant writing consultant for about 7.5 years before accepting a full-time position with Holladay.

Sheryl Gillilan, Executive Director, Holladay Arts Council (Co-Project Manager & Project Committee Member)
Sheryl was hired in July 2017 as the Holladay Arts Council executive director and worked previously for Art Access and Salt Lake City in the mayor's office and budget office as a policy and budget analyst. Sheryl has a master's degree in law and social policy from Bryn Mawr College and a bachelor's degree from Lewis and Clark College. She is a life-long art enthusiast and award-winning quilt artist. She believes that storytelling through art is a powerful way to connect people of diverse backgrounds, and that sharing art makes it a joy to be human.

Paul Allred, Director of Community Development, City of Holladay (Project Committee Member)
Paul has served as Community Development Director for the City of Holladay for the last thirteen years. Paul holds a Bachelor's and Master's degrees in Geography and Urban Planning from BYU. His emphasis in the public sector has been on community visioning, overhauling zoning ordinances, addressing changing demographics, and, especially upon place-making. Paul has regularly been a guest lecturer at the University of Utah on the connection between demographics and land use planning.

Holladay Chamber of Commerce (Project Committee Members)
The Chamber has committed to participate in the project, namely Jason Woodland, President, and Selena Kontuly, Executive Director. They both possess a unique combination of business and artistic experience.

Local Business Opportunities Expert (Project Committee Member, TBD)
The City of Holladay will invite a local business owner with a business adjacent to the Holladay Village Plaza to serve on the project committee.

Public Art Experts (Project Committee Guidance)
The City of Holladay has engaged Valerie Price, Public Art Program Manager, Salt Lake County Public Art Office, for

guidance and assistance with the proposed project. The City also intends to seek participation and/or advice from Jim Glenn, Fine Art Collections, Public and Design Arts Manager, State of Utah, and Kat Nix, Public Art Program Manager, Salt Lake Art Council.

22. Architectural information including site plan, space program and schematic design (optional).
Please upload above mentioned architectural documents (document tab).
Not available. Pending development post-artist selection.

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 upload above mentioned construction information documents (document tab).
Not available. The City did consult with public art professionals to ensure the estimated project cost is aligned with similarly sized public art installations.

Budget Details *top*

Project Budget

Line Descriptions	Capital	Consulting	Other	Detail
Total Project Budget	200000			
Funding Currently in Place	50000			Included in the City of Holladay adopted FY19-20 Capital Fund Budget.
County Funding Requested	150000			

Project Financial Information Detail

Financial Detail	Capital	Consulting	Other	Detail
Cash On-hand				
Pledges - Unrestricted				
Pledges - Restricted				
Pledges - Pending or Projected				
In-Kind Donations				
General Obligation Debt				
Bond Issue				
Capital Reserve	50000			Included in the City of Holladay adopted FY19-20 Capital Fund Budget.

Documents *top*

Documents Requested *	Required?	Attached Documents *
Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.	✔	Holladay General Plan_Select Page
		Holladay Village Master Plan_Select Page
		Letter of Support Holladay Arts Council
		Letter of Support Holladay Chamber of Commerce
		Letter of Support 3 Cups
		Letter of Support Relics
		Holladay Public Art Plan
For consulting projects upload a detailed consultant		

project budget document by a qualified professional.		
For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.		Proof of Ownership
For capital projects upload above architectural documents; site plan, space program, schematic design (optional).		Photo Holladay Village Plaza 1 Photo Holladay Village Plaza 2 Photo Holladay Village Plaza 3
For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.		Qualified Professional Guidance Summary
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.	✔	3 Year Arts Budget FY19_20 Adopted Capital Fund Budget

** ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 146030

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EXHIBIT B

TRCC Reimbursement Form

Invoice #_____

SALT LAKE COUNTY

TRCC Reimbursement Form

Submittal Date:	
Contract Number:	
Organization Name:	
Project Name:	
Contact Name:	
Phone Number:	
E-Mail:	

Guidelines:

* Invoices or detailed receipts required
* Sales orders accepted with proof of payment only
* Quotes will not be accepted
* Sales tax will not be reimbursed
* Administrative overhead will not be reimbursed

Item #	Date	Invoice #	Vendor Name	Description	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				Total Request for Reimbursement	$ -

Submit this form and supporting documentation to lokino@slco.org.

EXHIBIT C

TRCC Project Status Report

SALT LAKE COUNTY

TRCC PROJECT STATUS REPORT

Recipient Organization: _____

Contact Name: _____

Phone Number: ( ) - **Email Address:** _____

TRCC Project Name: _____

Reporting Period: From: _____ To: _____ ☐ Annual ☐ Final

Project Status

Summary: Provide brief explanation of current project or program status.

Challenges: Provide brief explanation of current challenges faced by project or program, if applicable.

Schedule: Provide anticipated completion date and explain schedule changes from last status report, if applicable.

Anticipated Completion Date: _____

Explanation:

Budget: Summarize sources of project or program funding and explain any difference between the current budget.

Recipient Contribution: $ _____

TRCC Grant: $ _____

Other Grants or Contributions: $ _____ Name: _____

$ _____ Name: _____

Total Funding Available: $ _____ Current Budget: $ _____

Explanation:

Signature: _____ **Date:** _____

Last updated: 11-03-2021

CITY OF HOLLADAY

RESOLUTION NO. 2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY RELATING TO TRCC FUNDING TO FUND THE INSTALLATION OF A PUBLIC ART PIECE WITHIN THE CITY

WHEREAS, the City of Holladay has requested TRCC Funds from the County, through the County's Cultural Facilities Support Program, and the City has been awarded the funds to provide cultural enhancement within the City; and

WHEREAS, the City intends to use the funding provided by the grant for the commission and installation of a public art piece on the City's Village Plaza; and

WHEREAS, the City Council of the City of Holladay has reviewed the Interlocal Agreement with Salt Lake County and finds it is in the public interest and will promote the public welfare to enter into the agreement with Salt Lake County;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain interlocal agreement with Salt Lake County for the commission and installation of a public art piece as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Mayor of the City is authorized to execute the agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

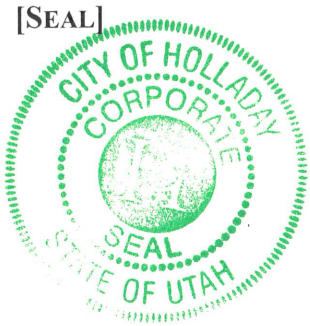
Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this 6th day of January, 2022.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]



VOTING:

Matt Durham	Yea X	Nay ___
Ty Brewer	Yea X	Nay ___
Drew Quinn	Yea X	Nay ___
Paul Fotheringham	Yea X	Nay ___
Dan Gibbons	Yea X	Nay ___
Robert Dahle	Yea X	Nay ___

ATTEST:

Stephanie N. Carlson

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 6th day of January, 2022.

RECORDED this 6th day of January, 2022.