

County Contract No. \_\_\_\_\_  
DA Log No. 21-18951

## INTERLOCAL COOPERATION AGREEMENT

*between*

**SALT LAKE COUNTY**  
for its Department of Community Services

*and*

**DRAPER 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 **DRAPER 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, § 2.06B.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 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.

D. The City has requested TRCC Funds from the County to fund the design, construction, and installation of an all-inclusive playground at Draper City Park, located within Draper City (the "Project"). The Project is described more specifically in City's TRCC Application attached hereto as **EXHIBIT A**. Although the Application describes the installation at Wheadon Farm Park the installation will now be at Draper City Park. See Draper City Site Plan, Updated Cost Estimate and Key Points Presentation attached hereto as **EXHIBIT B**.

E. The County Council appropriated TRCC Funds for this purpose in the 2021 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 five hundred and fifty thousand dollars (\$550,000.00) 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 allocated 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. Match Requirement. The City shall make the matching contribution of five hundred thousand dollars (\$500,000.00) specified in the City's TRCC Application. If the City fails to make and expend such a matching contribution prior to **September 30, 2022**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

C. 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.

D. Request for Reimbursement. Recipient shall furnish to County, for each reimbursement request, the 2021 TRCC Reimbursement Form, attached hereto as **EXHIBIT C**, 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 must be made on or before **September 30, 2022**. If Recipient anticipates being unable to use the TRCC Funds before the deadline, Recipient may request an extension of time, on or before March 30 of that year. Such request will be made in writing and directed to the County Community Services Department for consideration.

F. Reporting Requirements. For each fiscal year that Recipient requests reimbursement under this Agreement, Recipient shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT D**, detailing how the TRCC Funds were expended, no later than December 31, 2022.

G. Recordkeeping. The Recipient 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 Recipient's books. The Recipient shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The Recipient shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) The Recipient 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 Recipient's possession.

(ii) The Recipient, 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 Recipient 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 Recipient expressly agrees that the County may monitor the expenditure of TRCC Funds by the Recipient.

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

J. Noncompliance. The Recipient agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the Recipient 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 full expenditure of the TRCC Funds received under this Agreement, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's

obligations in Paragraphs 2C and 2D 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.

*[Signatures continue on next page.]*

**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 \_\_\_\_\_  
Holly Yocom  
Department Director

Dated: \_\_\_\_\_, 2021

*Approved as to Form and Legality:*

SALT LAKE COUNTY DISTRICT ATTORNEY

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

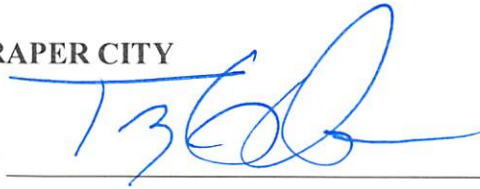
Digitally signed by  
Craig J. Wangsgard  
Date: 2021.12.13  
15:01:29 -07'00'

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

DRAPER CITY

By




Name: Troy K. Walker

Title: Draper City Mayor

Dated: February 15, 2021

Attest:

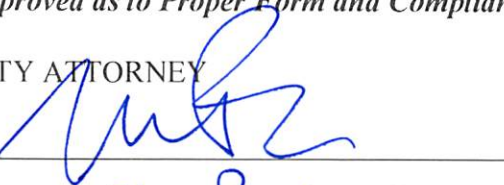
  
Laura Oscarson City Recorder  
Date signed: 2.15.2022



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

CITY ATTORNEY

By



Name: Mike Barker

Dated: 2-16, 2022

**EXHIBIT A**  
**Draper City TRCC Application**

Salt Lake County  
ZAP  
TRCC

## TRCC 2019 Support Program 2019 Application (2020 County Budget)

7/15/2019 deadline

### Draper City Parks and Recreation Draper All Inclusive Playground - PRT

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

\$ 600,000.00 Requested

Submitted: 7/15/2019 9:45:01 PM (Pacific)

#### Project Contact

Rhett Ogden

[rhett.ogden@draper.ut.us](mailto:rhett.ogden@draper.ut.us)

Tel: 8015766578

#### Additional Contacts

none entered

#### Draper City Parks and Recreation

1020 E. Pioneer Rd.  
Draper, UT 84020

Telephone 8015766578

Fax

Web [www.draper.ut.us/recreation](http://www.draper.ut.us/recreation)

#### Parks and Recreation Director

Rhett Ogden

[rhett.ogden@draper.ut.us](mailto:rhett.ogden@draper.ut.us)

## 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.

Draper City was officially incorporated in 1978 and has been a proud city of Salt Lake County since the late 1800's. Draper City has been recognized recently by Forbes as one of the top 25 cities in the entire nation to Live. The Draper Parks and Recreation Department was established over 10 years ago as a City Department and has flourished ever since. For a city of our class size, we feel we get the most out of everything we can and compete with cities with a much larger population base. We currently have over 40 designated city parks, with 3 more currently under construction. Over the past 10 years we have had a large focus on Trail construction and this past year completed our 100th mile of trail. This has become a great boom for our city as we have become one of the premier mountain biking cities in the U.S. which has put us on the map for visitors and clout alike. The Recreation programs that we offer are continually filled to the max. Our Jr. Jazz Basketball program has been

awarded as the largest in enrollment for 5 consecutive years that the Utah Jazz oversee for our city size. We have strived to offer all the basic programs (football, baseball, soccer, basketball, etc.) but have taken pride in offering many other programs not always found offered by municipal governments (snowshoeing classes, hiking programs, mountain biking, science camps and others). We have a great Amphitheater that we built 9 years ago that each year brings in national headlining artists for concerts as well as regional and local shows and plays. Our department also puts on some of the best community events in the state with our Annual Draper Days and Tree Lighting program when we light up Draper Park with hundreds of thousands of lights and have received national attention. We are a high level functioning department with lots to offer. We serve all of Draper City but also have a large number of residents who reside in Sandy, Riverton, Bluffdale and Lehi who also routinely use our services.

#### **4. Project Description.**

The one area that we feel we are lacking in and would like to do better is in our accessible playground accommodations. The project we would like to apply for funding is an ALL-INCLUSIVE PLAYGROUND! This would be a tremendous asset to our city as well as the surrounding cities in the southeast part of Salt Lake County. We have tried to think "large scale" with a definite "WOW" factor when the playground is seen. One that is definitely a "destination playground" for all residents of Draper and the region for all levels of ability. A playground that would INCLUDE everyone. This project would incorporate the latest trends and best practices that have been learned and defined over the year regarding inclusive playgrounds. It would be primarily funded by Draper City, but in a partnership with SLCO to build on the current open site at Wheadon Farm Park in Draper. It would feature accessible soft surfacing, and everything and components of the playground would be designed with inclusion in mind. Of course we know there are limitations to all things but we would approach this design as the exception and not the rule. An inclusive playground brings all abilities together to play together. We want it to fit into the current "theme" at Wheadon Park, which is a farm theme. We would like to feature silo's that are also large multi-story play features and slides. We would have other farm themed features to play on and with. All-Inclusive playgrounds should also feature amenities that incorporate the senses.....smell, hear, touch, etc. This truly would be a great playground for all abilities.

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

In the 2015 Salt Lake County Parks and Recreation Master Plan, the amount of destination playgrounds in the Southeast Planning Area did not meet the county-wide standard (Reference: JD email 2019). The need for meaningful destination parks and playgrounds is notably insatiable, throughout the county.

Salt Lake County has a vision of increasing the inclusivity of playgrounds such as at Bingham Creek Regional Park, as well as Magna Regional Park. Additionally, Salt Lake County has partnered with South Jordan in the development and recent opening of an all-abilities playground at Riverfront Park in South Jordan. This TRCC project proposed for Wheadon Farm Regional Park would be another great partnership between Salt Lake County and Draper City. Partnership and collaborative efforts to meet the needs of our county residents are key to the growing demands placed on Salt Lake County.

An all-abilities playground in the Southeast Planning Area, specifically Draper City will give all children in our area the chance to play, grow, and learn side-by-side. We believe this project meets the scope of the Salt Lake County Master Plan as well as the growing needs of our communities.

How does this Project in Draper City meet the Vision and Principles of TRCC and SLCO?

#### **PRT Principles**

- To ensure legacy of parks and recreation throughout the County.

A: What a great legacy to leave. Parks like this will demonstrate that SLCO and Draper City care about ALL residents. What a legacy to leave!

- To enable and enhance the development of parks, recreation and trails systems.

A: This proposed project WILL ENHANCE Wheadon Park greatly as well as include all residents in the area. It will enhance the play value for all abilities.

- To reflect and address the current and future needs of communities throughout the County.

A: Draper City has 40+ parks. We are very lacking in inclusive & accessible parks. This is a CURRENT as well as a future need.

- To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams.

A: The land is there ready and approved by SLCO P&R. Funding is approved by Draper City ready to be spent on the project. We are ready!

- To value the need for addressing the wide-range of facility types and trends.

A: This fits a "wide range" of park, escapes the norm and includes all.

- To implement an inclusive and fair process for planning, locating, funding and developing County-supported parks and recreation facilities and trails systems.

A: This project is all about inclusive and being fair.

- To encourage projects that foster collaboration, regional partnerships and shared funding.

A: SLCO has been a great partner to Draper City in many ways. This project would continue that partnership. Draper City is also willing to allocate over \$500,000 of city funding to demonstrate sharing of funds and our high level of interest to get this project done with county support.

#### **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.*

Please see the uploaded documents for the following:

LETTERS OF SUPPORT FROM NUMEROUS DRAPER RESIDENTS

LETTER OF SUPPORT FROM JAIME POGUE, CHAIR OF THE DRAPER PARKS, TRAILS AND RECREATION COMMITTEE (PTR)

LETTER OF SUPPORT FROM WILLIAM RAPPLEYE, EXECUTIVE DIRECTOR OF THE DRAPER AREA CHAMBER OF COMMERCE

LETTER OF SUPPORT FROM SLCO PARKS AND RECREATION DIRECTOR MARTIN JENSEN

DRAPER CITY MASTER PLAN - DEVELOPED FROM STUDIES AND SURVEYS.

**7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.**

Draper City has had several planning meeting with SLCO P&R and met with SLCO staff members Dustin Wiberg, Walt Gilmore and Martin Jensen. We feel that the available size and space available at Wheadon Farm Park is sufficient and enough to meet all the goals and objectives of this project.

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

The Mission Statement of Draper Parks and Recreation is:

"To provide a fun and safe environment for both youth and adult to recreate, educate and enjoy quality leisure time. We strive to enhance and better our community by offering more."

Simply put, we NEED this project to become a reality to really meet the true meaning of this mission statement. While we do a good job, we can do much better.

Are we really providing a "safe environment" if the play features, structures and surfacing are not safe or enabling or conducive to all abilities? Are we providing "quality leisure time" regarding playgrounds and beyond if they are not inclusive for all? Sure we strive to meet this mission, but with the funding to complete a project such as proposed, Draper City feels will be much more successful in meeting this mission. We truly would be "offering more" by completing this project.

Draper Parks and Recreation has strived to be a high level, family friendly department. We want all of our residents to have a great quality of life and we use this practice in all that we plan and organize everyday. It is taught to staff everyday to make everything we do something that is good for someone else. By adding this type of inclusive playground in Draper, we will in reality, be meeting this mission and expectation. It is integral to our success.

**9. Describe how your current project funding has been secured.**

In 2016, Draper City evaluated and updated the way that it collects and spends Park Impact Fees (PIF).

The \$500,000 that has been committed to this project by the Draper Mayor and City Council members is 100% funded by Park Impact Fees. This project meets the needs and eligibility requirements as passed by city ordinance for these fees to be used.

The funds are already collected, approved for use and currently in a savings account available to be spent for this project.

They are collected by Draper City as part of new development and growth in Draper. We want and need to be able to keep our high level of service standard as we grow. This includes providing for residents of all abilities.

**10. Document your ability to raise additional project funds.**

Draper City has already had various individuals state they are willing to donate to this project. For various reasons they are not being included as stated funds in this application, but we know that they are there and willing as needed.

We also feel that there are several residents in Draper City with the financial means and good will that an inclusive project such as this brings to people, that would be willing to make donations toward the funding of this project specifically. They just need to be invited and we feel a campaign such as this would be successful for any remaining balances that may be needed.

SLCO has also indicated that there may be potential financial partners that the County works with that may have an interest in contributing to a project of this caliber.

**11. Analysis of the financial impact this project will have on your organization's future finances.**

This is a unique project. While Draper City is taking on the task of securing the majority of the funding and to have it built in

Draper City, the park will actually be built on SLCO property and when it is all completed, it will be a SLCO facility. SLCO Parks and Recreation Division will be the owner and operator of the facility and responsible for the maintenance and associated costs.

Draper City is willing to fund it, as SLCO is willing to assume responsibility as both understand the need for this project and the goals and objectives that is accomplishes by being built.

**12. Please specify type of funding you are requesting**

- Consulting
- Capital
- Other:

**Consulting Applicants**

**13. Type of consulting services**

Not applying for Consulting

**14. Goals and objectives of consulting services**

Not applying for Consulting

**15. Scope of Work, expected deliverable and timeline**

Not applying for Consulting

**16. Payment schedule for the work and expenses.**

*Upload a detailed project budget document (documents tab) by a qualified professional.*

Not applying for Consulting

**Capital Applicants**

**17. What is the site location of your project.**

Wheadon Farm Park - 13800 S. 440 E. Draper, UT 84020

**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 site is Wheadon Farm Park. It is currently owned and operated by SLCO, Parks and Recreation Division. It is currently open.

It is a park that is very central in Draper City. It is right off Bangerter Highway, one of the main transportation arteries in Salt Lake County. It features a sports playing field, group pavilion, farm themed playground, restrooms and parking lot. It also features components in the conservation easement section of the park that feature gardening opportunities and open space never to be built on.

There is more than enough room to expand and make this regional park a "destination" by adding this "All-Inclusive" playground to this park. It already has parking, it already has restrooms. It is ready. Mix this park with its adjacent neighbor.....Southfork park owned and operated by Draper City with lighted pickleball courts, ball diamonds, multi-use fields, additional restrooms and parking, a separate playground and trail.

This truly is the best choice for a destination playground such as this. Everything that helps determine success is already built and ready.

**19. What is the overall project timeline?**

We, Draper City, would like to begin construction ASAP after funding is approved. We would work with SLCO (land owners) for all necessary procurement needs and contracts and begin the process as soon as available.

**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.**

This would be the responsibility of SLCO Parks and Recreation once the facility is complete.

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

SLCO Parks and Recreation will be the main Project Managers.

-Martin Jensen, Division Director

-Angelo Calacino- AICP, Projects Manager



-Dustin Wiberg - PLA, Park Development Project Manager

Draper City Parks and Recreation key personnel:  
Rhett Ogden, Parks and Recreation Director  
Brad Jensen, , Projects Manager

**22. Architectural information including site plan, space program and schematic design (optional).**

*Please upload above mentioned architectural documents (document tab).*  
See site plan in upload section

**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).*  
See cost estimate in upload section

**Budget Details [top](#)**

**Project Budget**

Line Descriptions	Capital	Consulting	Other	Detail
Total Project Budget	1,255,000	125,500	125,500	Total capital costs, consulting and project contingency costs. Costs are developed by SLCO and based on initial park concepts. Final design can change from concepts to make for a better suited facility, incorporate features and fit withing a given budget.
Funding Currently in Place	500,000			This funding allocation is given by Draper City and is currently in a Draper City bank account available for this project should it be funded by TRCC.
County Funding Requested	600,000			Funding requested from SLCO through the TRCC funding. If selection committee feels the project is worth funding at a higher level to meet expected costs, and funding is available, this would be a great step in completing the project.

**Project Financial Information Detail**

Financial Detail	Capital	Consulting	Other	Detail
Cash On-hand	500,000			Allocated by Draper City
Pledges - Unrestricted				
Pledges - Restricted				
Pledges - Pending or Projected				
In-Kind Donations				
General Obligation Debt				
Bond Issue				
Capital Reserve				

**Documents [top](#)**

**Documents Requested \***

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

Required? **Attached Documents \***



[Letters of Support for Draper all Inclusive playground - TRCC](#)

[Draper Master Plan 2008 Goals and implementations to acheive](#)

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.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

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.



[Draper concept site layout - concept renderings](#)

[Examples of possible components for inclusive playground - Draper inclusive](#)

[Draper Inclusive playground - cost estimate of probable causes - calculated by Jon Ruedas SLCO PLA-ASLA-SITES AP](#)

[Inclusive playgrounds -DraperPR- Principles and guidelines to govern design and construction](#)

[FY 2018-2019 Draper Parks and Recreation Dept Budget](#)

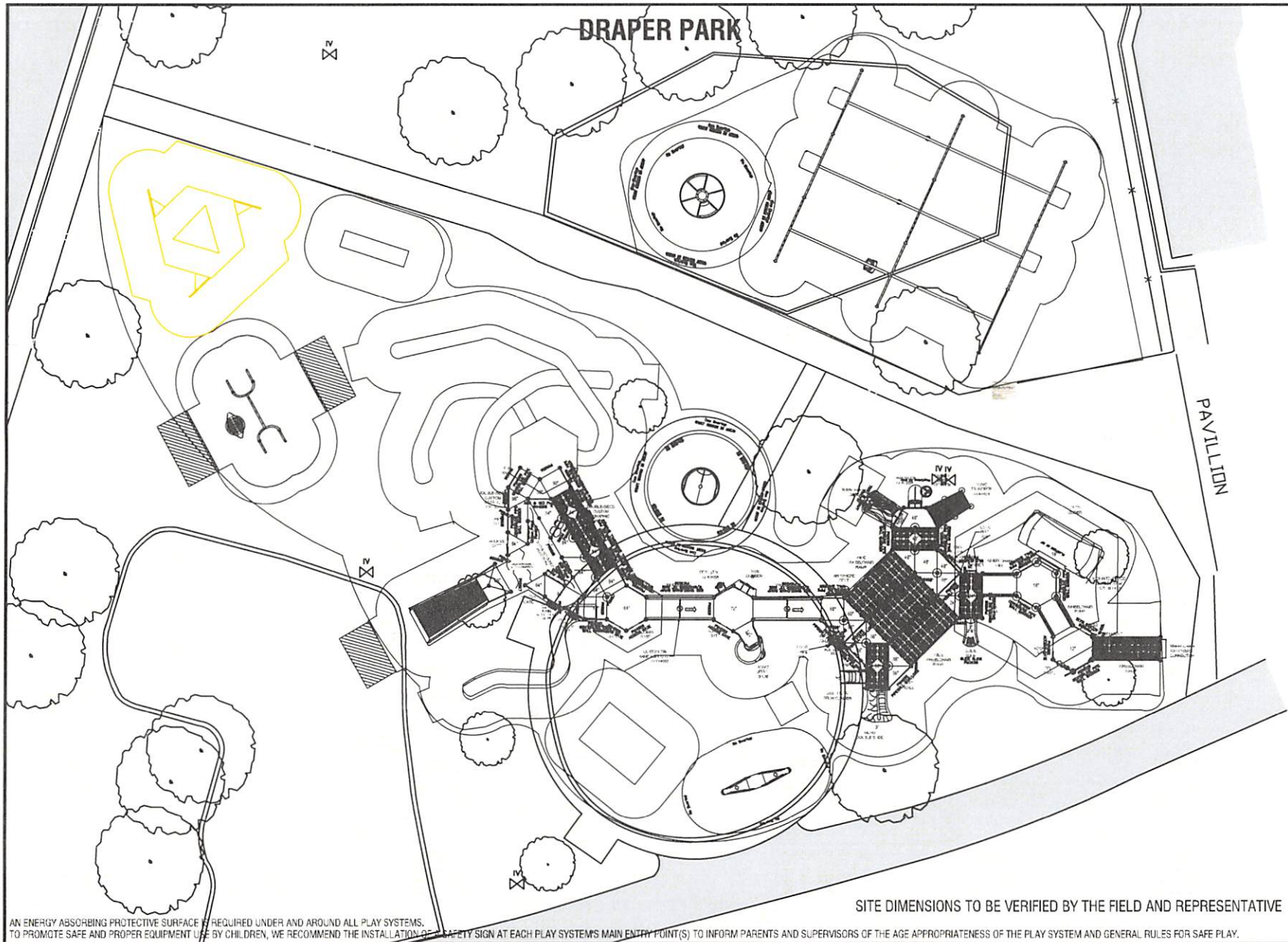
[FY 2019-2020 Draper Parks and Recreation Department Budget](#)

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

Application ID: 145864

Become a [fan of ZoomGrants™](#) on Facebook  
Problems? Contact us at [Questions@ZoomGrants.com](mailto:Questions@ZoomGrants.com)  
©2002-2020 GrantAnalyst.com. All rights reserved.  
"ZoomGrants" and the ZoomGrants logo are trademarks of GrantAnalyst.com, LLC.  
[Logout](#) | [Browser](#)

**EXHIBIT B**  
Draper City Site Plan  
Updated Cost Estimate  
Key Points Presentation



DESIGNED BY  
**CUSTOM DESIGN STUDIO**  
 NOVEMBER 8, 2021

# DRAPER PARK DRAPER CITY, UT

THIS CUSTOM PLAYGROUND IS DESIGNED TO MEET ASTM AND CPSC GUIDELINES.  
 CUSTOM PRODUCT DESIGN IS CONCEPTUAL AND MAY CHANGE SLIGHTLY DUE TO MANUFACTURING.

DESIGNED FOR  
 AGES 5-12

SCALE: 1/16"=1'

Surfacing = 15,265 sq ft

SITE DIMENSIONS TO BE VERIFIED BY THE FIELD AND REPRESENTATIVE

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER AND AROUND ALL PLAY SYSTEMS. TO PROMOTE SAFE AND PROPER EQUIPMENT USE BY CHILDREN, WE RECOMMEND THE INSTALLATION OF A SAFETY SIGN AT EACH PLAY SYSTEMS MAIN ENTRY POINT(S) TO INFORM PARENTS AND SUPERVISORS OF THE AGE APPROPRIATENESS OF THE PLAY SYSTEM AND GENERAL RULES FOR SAFE PLAY.



# QUOTE



Big T Recreation  
 11618 S. State St #1602  
 Draper, UT 84020  
 801-572-0782  
 taft@bigtrec.com

Date	Quote #
11/10/2021	13917
Exp. Date	
12/31/2021	

Shipping Address
Draper City Parks & Recreation Department 1020 E. Pioneer Rd Draper, UT 84020

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Structure	Draper City Main Park Custom Super Structure Custom All Abilities Playground - By Playworld - Main Towers with central play area -(4) Mega Slides -Mighty Descent Slide -Ramp Entry with Aeroglider, Roller Slide, Shade Canopy -Enclosed Bridge Between Towers -Ground Flush Accessible Spinner -Hoopla Swing -Roller Table -(3) Zoomtrax -Teeter Tunnel -Unity SpinR - Large Quito Inclusive Net Climber	1	866,870.00	866,870.00
Independent	Ability Whirl - Shipped in from Wales England- Per City Provided Quote # 310159 From Manufacture Provided Per City Request. Not a Big T Rec Product Line. All warranty and customer by manufacture not Big T Rec. City Agrees to Hold Harmless and Indemnity Agreement on Specific Product.	1	25,000.00	25,000.00
Freight	Freight (3 Direct Trucks)	1	21,410.00	21,410.00
Services	Installation of Playground Equipment By Playworld Certified Installation Contractor	1	157,740.00	157,740.00
Surfacing	15,265 SqFt Poured In Place Safety Surfacing - Delivered and Installed *Please note that PIP Rubber is quoted based on current market conditions. In the event that there is a substantial increase or decrease in raw material pricing and availability, we will pass along the savings, or present city with change order prior to ordering material. State Contact Reference # MA 2568	1	289,770.00	289,770.00
			SUBTOTAL	
			TAX	
			TOTAL	\$1,360,790.00



DRAPER PARKS AND RECREATION  
*ALL INCLUSIVE PLAYGROUND*  
Draper Park - Draper, UT

Project Highlights

# Draper City - ALL INCLUSIVE PLAYGROUND



# Draper City - ALL INCLUSIVE PLAYGROUND

- ▶ Followed the playground design standards of 8 steps for inclusive play
- ▶ We have included playground ramps that provide easy access to the 7' and 8' deck height. When aiming for inclusion, this is key.
- ▶ We've also included all of the concerto music equipment to be mounted onto the playground decks, so they are set at the 7' deck height and make for a unique and inclusive music area. Most often, these are left off to the side somewhere, but these ones are brought right into the playground!
- ▶ The mighty descent slide is all about inclusion. Multiple kids of all ages and abilities can use this slide together. It is wide enough that an aid or provider can go with a patron with disability
- ▶ Ground level components include the Accessible Whirl that is flush with the surfacing, so a mobility device can easily enter the spinner. Spinning elements are typically not accessible to a mobility device, but this one is!
- ▶ With Poured in Place Rubber surfacing, ramp access to the 8' deck height, accessible spinners and zoom trax, this playground packs a punch for all ages and all abilities.



# Draper City - ALL INCLUSIVE PLAYGROUND

- ▶ From the mouth of the designer....
- ▶ Here are just a few of the unique features making this playground “**SUPER ALL ABILITIES**” and represents the best in inclusive play opportunities!
- ▶ 1. Accessible Ramps that provide accessible inclusive play to everyone regardless of mobility!
- ▶ 2. Over 90% of the overall playground area is accessible by a user in a mobility device.

# Draper City - ALL INCLUSIVE PLAYGROUND

3. Here is a key list of the inclusive focused elements on the playground.

Here is a key list of the inclusive focused elements on the playground.

- Arrow Glider via Ramped Deck
- Dignity Stainless Steel Slide for users with Cochlear Implant or hearing assistance device
- Bell Panel
- Double Slide
- Shaded ADA ramped landings
- Elevated Concerto Sensory Play
- Mighty Decent Slide with Transition

Platform

- 4 Square Surfacing addition

- Whoopla Basket Swing
- Roller tactile push slide Table
- Upper Body Inclusive Double Overhead Ladder
- Wheel on and off merry go round
- Unity Spinner with seat harness
- Zip line with accessible seat
- Unity Teeter Tunnel
- Below Deck Sensory Play Maze
- Play As You Go Activity Play Panels

- 4. “Overall, as a playground designer, what I like most about this playground design and it’s inclusive all abilities approach, is that it completely breaks and unlocks barriers in traditional play. This Playground will encourage all kids of all abilities to play side by side with each other using physical, sensory and social dynamic play.”  
Taft Eagan - Playworld Playground Designer

**EXHIBIT C**  
**TRCC Reimbursement Form**



## TRCC Reimbursement Form

<b>Submittal Date:</b>					
<b>Contract Number:</b>					
<b>Organization Name:</b>					
<b>Project Name:</b>					
<b>Contact Name:</b>					
<b>Phone Number:</b>					
<b>E-Mail:</b>					
				<b>Guidelines:</b> * 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					
				<b>Total Request for Reimbursement</b>	\$ -

**EXHIBIT D**  
**TRCC Project Status Report**



# 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: \_\_\_\_\_