

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

SOUTH JORDAN 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 (the “County”) and South Jordan City, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal 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 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.

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

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

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

E. The County intends to transfer funds to be used towards the Midas Creek Trail Project (“Project”) as described herein and the attached Exhibit A.

F. The County and the City now desire to enter into this Agreement providing for the transfer of One Hundred and Fifty-five Thousand Seven Hundred and Twenty dollars and zero cents (\$155,720.00) of Regional Transportation Choice Funds (4th Quarter) for a transportation

project pursuant to Utah Code Ann. § 59-12-2212.2(1)(a)(viii).

A G R E E M E N T:

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

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

1.1. County Transportation Choice Funds. The County shall allocate and disburse One Hundred and Fifty-five Thousand Seven Hundred and Twenty dollars and zero cents (\$155,720.00) of Regional Transportation Funds (“Funds”) to the City from the Salt Lake County Regional Transportation Choice Fund, all on the terms and subject to the conditions of this Agreement.

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

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

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

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

ARTICLE 2 -INCORPORATION AND DEFINITIONS

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

following meanings in this Agreement:

- (a) Certificate of Grant Recipient: The Certificate of Grant Recipient attached hereto as **Exhibit B**.
- (b) County Transportation Funds: As defined in the Recitals above.
- (c) Event of Default: As defined in Section 4.1 below.
- (d) Event of Force Majeure: As defined in Section 5.4 below.
- (e) Maximum Reimbursable Amount: The amount specified for the Project in the Project Descriptions attached hereto as Exhibit A.
- (f) Project: A transportation project described in the Project Description.
- (g) Projects: The transportation projects described in the Project Description.
- (h) Project Descriptions: The project descriptions attached hereto as Exhibit A.
- (i) Project Element. A discrete portion of a Project, as applicable.
- (j) Reimbursable Project Costs: Costs incurred by the City during the Reimbursement Term for each Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described in the Utah Code and in accordance with the Certificate of Grant Recipient.
- (k) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount for each Project, (ii) the date this Agreement is terminated, or (iii) June 30, 2022, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.
- (l) Request for Disbursement: A statement from the City, in the form attached hereto as **Exhibit C**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

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

ARTICLE 3 -- DISBURSEMENTS

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

- (a) Documents to be Furnished for Each Disbursement. For each Project, the City has furnished to the County, for each and every disbursement:
 - (1) a Request for Disbursement; and
 - (2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.
- (b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.
- (c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have been paid by the City.
- (d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.
- (e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

3.2. Disbursements.

- (a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.
- (b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, for each Project over the Reimbursement Term. However, if the County determines that the City has not complied

with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

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

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

(e) Disclaimer of Liability.

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

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

ARTICLE 4 -- COVENANTS AND AGREEMENTS

4.1. Indemnification and Liability.

(a) Liability. 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.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the 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) any improper use of the Funds. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City’s indemnification obligations in this Section 4.1 will survive the expiration or termination of this Agreement.

4.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any 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 Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

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

ARTICLE 5 --DEFAULTS AND REMEDIES

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

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

City of the occurrence thereof.

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

- (a) Withhold disbursement of Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 6 -- MISCELLANEOUS

6.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) 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 Act.
- (c) 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 Act.
- (d) 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.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

6.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the 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, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance

with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon the earlier of: (a) the date the Parties have performed all of the material obligations described herein, or (b) three (3) years from the date the Agreement is executed by both Parties. The Parties intend that the distribution described herein will be made promptly following execution of this Agreement and that the City will expend such distribution for the purposes stated in this Agreement promptly following receipt.

6.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Funds to be paid to the City for the purposes set forth in this Agreement. If Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Funds to the City in succeeding fiscal years. The County's obligation to contribute 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.

(b) If 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 Funds were last appropriated for contribution to the City under this Agreement.

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

6.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a)

upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

6.6. Ethical Standards. The 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, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

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

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

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

6.10. No Obligations to Third Parties. The Parties agree that the 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.

6.11. 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.

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

waiver as to any future breach.

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

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

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

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

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Approved by:

Salt Lake County Regional Planning and Transportation

By _____
Ryan Perry
Digitally signed by Ryan Perry
Date: 2020.11.12 16:47:24 -07'00'

Dated: _____, 20____

Approved as to Form and Legality:

By _____
Jason S. Rose
Digitally signed by Jason S. Rose
Date: 2020.10.05 13:40:21 -06'00'

Senior Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

SOUTH JORDAN CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A

Project Description (Application)

Salt Lake County

TRCC

TRCC 2019 Support Program 2019 Application (2020 County Budget)

Deadline: 7/15/2019

City of South Jordan Midas Creek Trail PRT

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

\$ 155,720.00 Requested

Submitted: 7/15/2019 3:56:04 PM (Pacific)

Project Contact

Katie Olson

dtingey@sjc.utah.gov

Tel: 801-254-3742, ext. 2001

Additional Contacts

none entered

City of South Jordan

1600 W. Towne Center Drive
South Jordan, UT 84095

Telephone 801-446-4357

Fax

Web <https://www.sjc.utah.gov>

City Manager

Gary Whatcott

gwhatcott@sjc.utah.gov

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 South Jordan is located in the southwest portion of Salt Lake County. A long and linear city, South Jordan is about 22 square miles, extending approximately nine miles from east-to-west and three miles north-to-south. The Oquirrh Mountains lie to the west of the City, with the Jordan River in the lower eastern portion of the city. At incorporation in 1935, South Jordan was primarily a rural farming community and has since become one of the fastest growing cities in the state. As of July 2019, the population is estimated to be 73,666. South Jordan has a council-manager form of government and provides a range of services including parks and recreation, fire, police, and public works (including water, streets, and sanitation).

The eastern part of South Jordan is known for its large residential lots and large families, as well as its high median incomes and home values. Daybreak, a large master-planned community on the west, incorporates a wide range of housing types,

forms, and values. Growth in the city is primarily happening on the west side.

South Jordan is a predominantly white community, although the white majority is decreasing and the Hispanic population is increasing, in line with regional trends. The median income in South Jordan continues to be among the highest in Salt Lake County and the state. Nearly sixty percent of households include children 18 years of age or younger, and less than ten percent of households are composed of a single individual. As the city matures it will include an increasing older population, despite the current focus on the needs of children.

4. Project Description.

The Midas Creek Trail project will add a paved trail along Midas Creek from 11800 South and approximately 3300 West to the existing Midas Creek park at 2780 West 11670 South. The trail project includes a pedestrian bridge, which is necessary to safely cross the creek at 3200 West. South Jordan City is prepared to fund the trail and is requesting funds from the County to secure the pedestrian bridge and flood mitigation costs.

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

The Midas Creek Trail project is directly connected with the County's visions and principles for parks, recreation, and trails (PRT) support. The county has identified a high demand for trails and recognizes their benefit to all who live and work in the area. The project meets the criteria of being located within Salt Lake County, being accessible to the public, and being publicly owned and operated.

The Midas Creek Trail is a neighborhood trail with potential for regional connections that follow the length of the creek, particularly into Riverton. The trail will provide access to a key destination, the South Jordan Midas Creek Park, and also increased access to Riverton's Midas Creek Park on the south side of 11800 South.

This project meets the following PRT principles set forth by the county:

- "To enable and enhance the development of . . . trails systems."
- "To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams."
- "To support projects which enhance the ability of . . . trails organizations to improve, expand, and/or sustain programming."
- "To encourage projects that foster collaboration, regional partnerships, and shared funding."

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.

Trails are frequently requested by South Jordan residents. In 2017, the City adopted a comprehensive Parks, Recreation, Community Arts, Trails, and Open Space Master Plan. The plan represents a significant effort to engage with residents and other community partners in order to determine resident needs and wants for recreation and the arts. The planning process included several community surveys, focus groups, and public meetings. Based on the results of the preference survey and public input, trails are highly desired in South Jordan. Trails and trailheads received the highest support for improvements in the surveys.

In the 2019 community survey, trails were mentioned several times as something residents like most about living in South Jordan. Several residents also requested trail improvements, including the paving of trails.

See the attached summary of the Parks Master Plan for more information on how trails are supported by the community and the City.

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

According to surveys for the South Jordan Parks Master Plan, 70% of residents use city trails monthly or more often. Trails, trail lighting, park restrooms, and more connected trails were the most commonly requested trail improvements. When residents were asked to prioritize spending, respondents allocated the most funding (49%) to walking and biking trails—putting resident support for trails at 15% or more above all other recreation and arts funding needs.

The City has completed many other trail projects and is well aware of the construction and ongoing maintenance requirements of this project. Funding is already secured for the trail and ongoing maintenance accounted for.

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

The City has identified providing desirable amenities and open space as a key strategic priority. This includes developing and maintaining park and recreation venues and facilities that are attractive and connected to a comprehensive parks and trail system. Ultimately, these amenities provide the community with safe and accessible recreation opportunities. According to

the Parks Master Plan, the vision for the trails system is that it be comprehensive, merging the extensive and diverse public and private trail system into a single, coordinated system.

The Midas Creek Trail will provide a key neighborhood trail that connects the Midas Creek park into the community. The creek provides a natural trail location, making the project a logical step in the larger goal of a comprehensive parks and trails system.

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

To date the City Council has approved \$325,000 of park impact fees for the Midas Creek trail. The City Council approved \$250,000 in 2016, then an additional \$75,000 in 2019. The City is requesting \$155,720 total from the County to 1) fund the pedestrian bridge (\$130,000) and 2) pay 40% of the costs of SLCO permitting and flood plain mitigation (\$25,720).

10. Document your ability to raise additional project funds.

As new construction continues in South Jordan, more park impact fees will be available and could be used, if needed, for this project with City Council approval. However, the city does not anticipate needing additional funding beyond the TRCC grant.

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

When the Midas Creek trail is completed, it will become part of our existing trail network, which is maintained by the Parks division. The Midas Creek trail will be approximately four acres of open space. Based on past parks data, the annual cost of maintaining open space is \$1,500 an acre. The city anticipates that the Midas Creek Trail will cost \$6,000 a year to maintain. When the trail is completed, this additional amount will be requested by the Parks division to their operating budget.

12. Please specify type of funding you are requesting

- Consulting
- Capital
- Other:

Consulting Applicants

13. Type of consulting services

N/A

14. Goals and objectives of consulting services

N/A

15. Scope of Work, expected deliverable and timeline

N/A

16. Payment schedule for the work and expenses.

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

N/A

Capital Applicants

17. What is the site location of your project.

The trail will run along Midas Creek from 11800 South and approximately 3300 West to the existing Midas Creek park at 2780 West 11670 South. The trail project includes a pedestrian bridge, which is necessary to safely cross at 3200 West.

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).

South Jordan City owns the property along the proposed Midas Creek trail, tax parcel 27-21-3521-003. The property was deeded to the City with the Midas Creek subdivision in 2003. See the attached quit claim.

19. What is the overall project timeline?

The trail is presently under design and will be ready to bid in January. Construction is slated for spring 2020.

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.

The City funds trail maintenance through the Parks division budget in the general fund. This ongoing funding is reviewed and approved by the City Council each fiscal year. In addition, the City funds \$300,000 per year in the capital improvement budget for trail maintenance. The City inspects each trail and gives the asphalt a condition rating. This rating helps determine what

treatment the asphalt should receive and when it should receive the prescribed treatment. We estimate that the Midas Creek trail would possibly need a seal coat treatment (high-density mineral bond) in year five. The \$300,000 budgeted for capital improvement trail maintenance is sufficient to sustain the Midas Creek trail, including asphalt treatments, and would not require an increase.

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

Ken Short, the City’s supervising senior engineer, is project engineer for the Midas Creek Trail. Colby Hill, associate director of parks and recreation for the City, will handle ongoing maintenance of the Midas Creek trail. Both have completed several trail projects with the city.

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

Please upload above mentioned architectural documents (document tab).

See attached information.

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 attached information.

Budget Details [top](#)

Project Budget

Line Descriptions	Capital	Consulting	Other Detail
Total Project Budget	480,720		
Funding Currently in Place	325,000		Park Impact fees that have been approved by City Council for the project
County Funding Requested	130000		\$130,000 for the pedestrian bridge
	25720		\$25,720 to pay 40% of the cost of SLCO permitting and flood plain mitigation.

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	325000		Park Impact fees that have been approved by City Council for the project

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.

For consulting projects upload a detailed consultant

Required? **Attached Documents ***



[Summary of Parks Master Plan](#)

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.

[Property Quit Claim](#)

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

[Map Overview](#)

[Map Detail](#)

[Trail Architectural Document](#)

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

[Cost Estimate](#)

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.



[2017 City Budget](#)

[2019 City Budget](#)

[CIP 2019](#)

[CIP 2016](#)

[2018 City Budget](#)

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

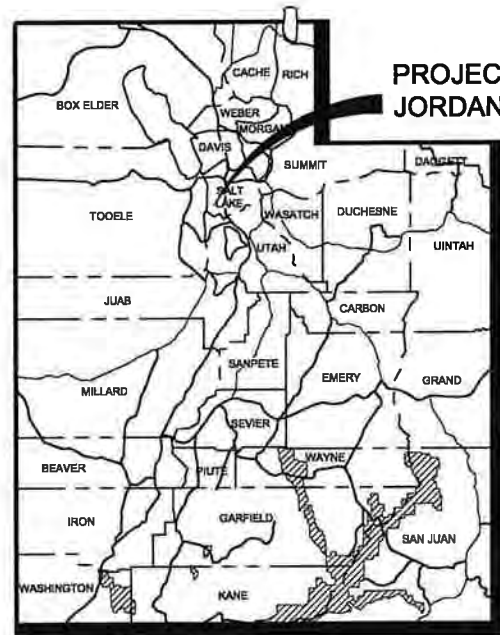
Application ID: 146408

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SOUTH JORDAN CITY

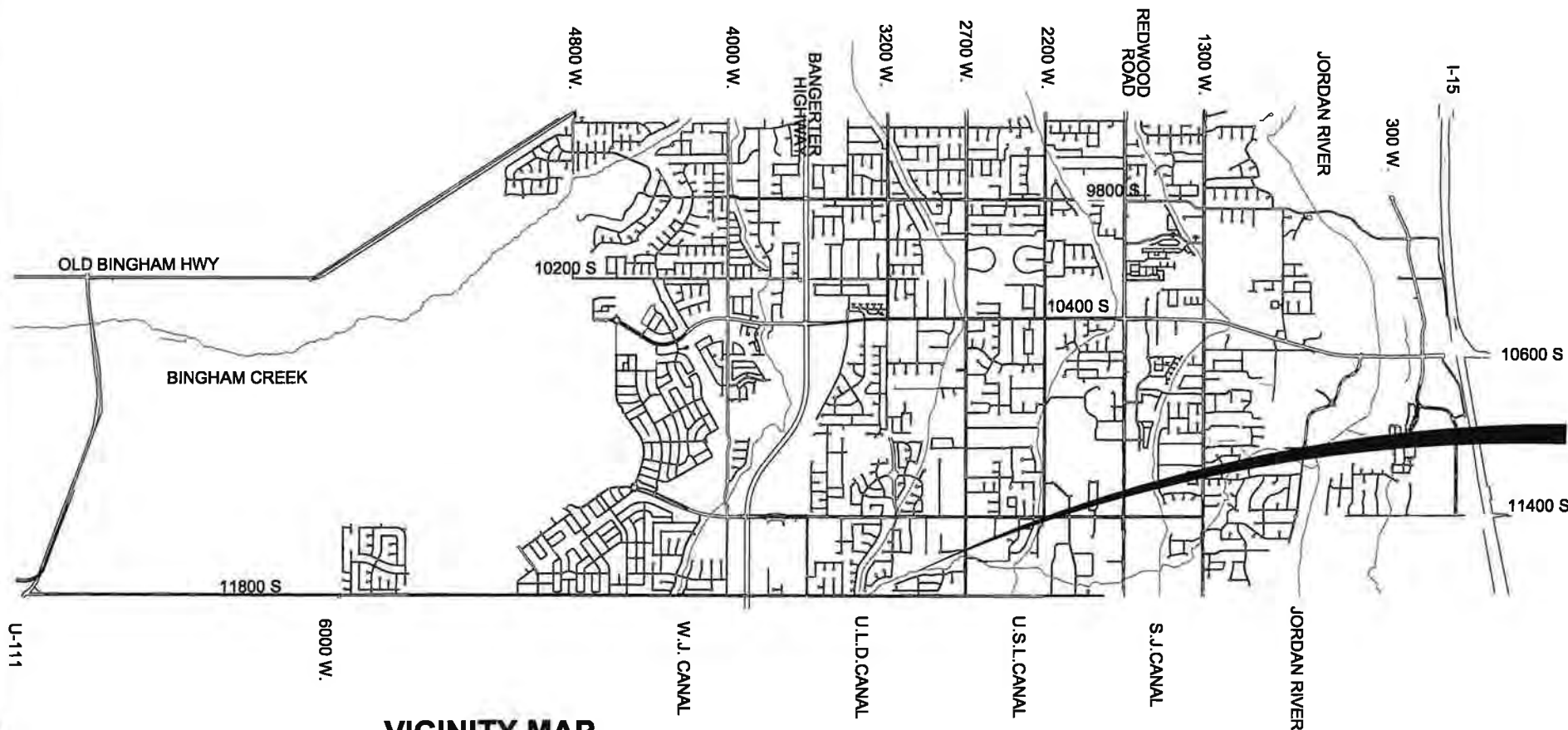


PROJECT LOCATION SOUTH JORDAN CITY



SOUTH JORDAN
UTAH

2019 MIDAS CREEK TRAIL



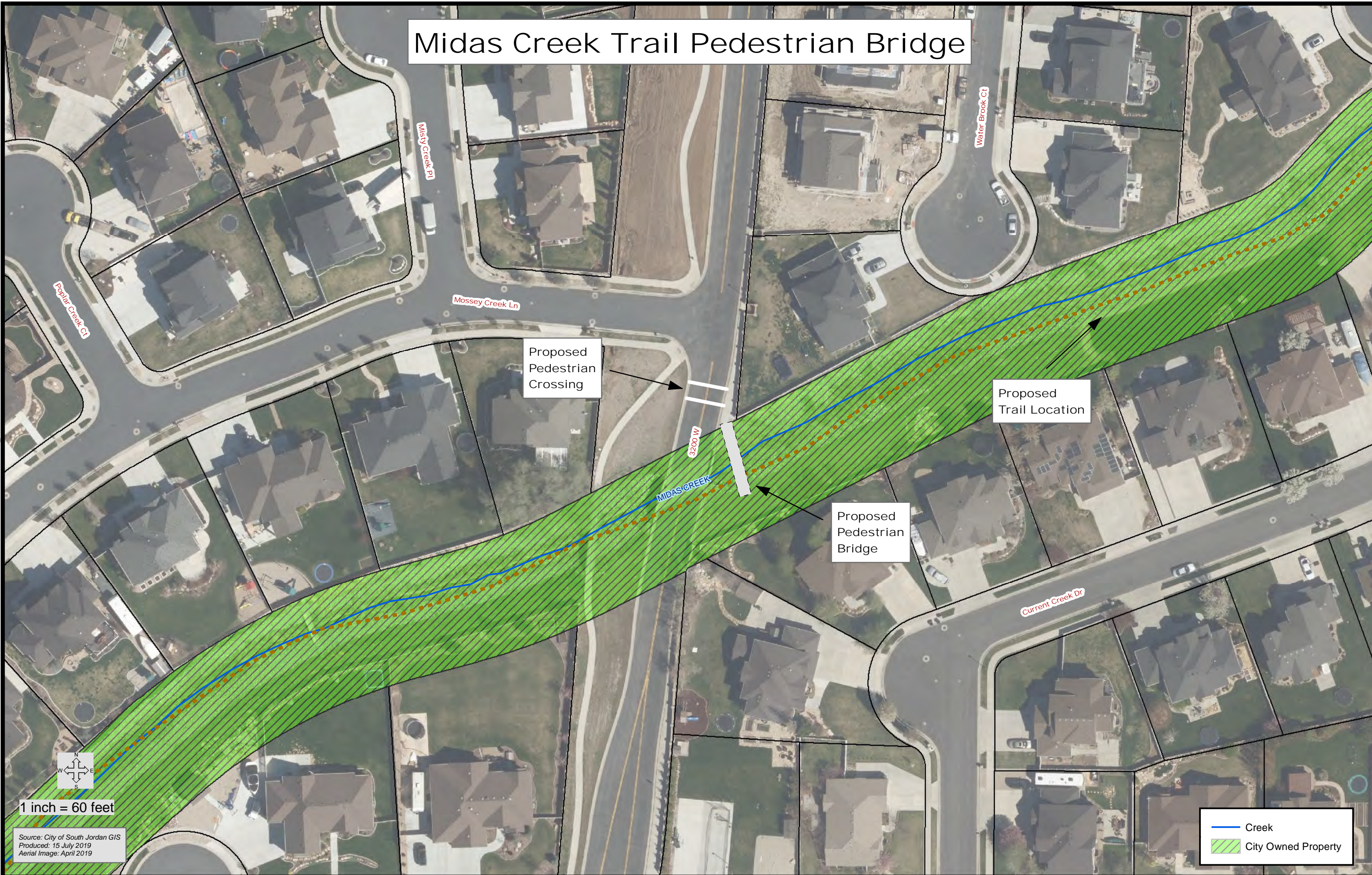
VICINITY MAP

SHEET INDEX

COVER SHEET / INDEX	
S-01 - 02	STANDARD NOTES
OV-01	PLAN AND PROFILE SHEET KEY
SC-01	SURVEY CONTROL
PP-A1	TRAIL SECTION 1 PLAN AND PROFILE STA: 10+00 - 15+50
PP-A2	TRAIL SECTION 1 PLAN AND PROFILE STA: 15+50 - 17+52
PP-B1	TRAIL SECTION 2 PLAN AND PROFILE STA: 100+00 - 105+50
PP-B2	TRAIL SECTION 2 PLAN AND PROFILE STA: 105+50 - 111+25
PP-B3	TRAIL SECTION 2 PLAN AND PROFILE STA: 111+25 - 117+00
PP-B4	TRAIL SECTION 2 PLAN AND PROFILE STA: 117+00 - 118+32
PP-C1	TRAIL SECTION 3 PLAN AND PROFILE STA: 200+00 - 205+25
PP-C2	TRAIL SECTION 3 PLAN AND PROFILE STA: 205+25 - 207+42
SP-01	PEDESTRIAN CROSSING SITE PLAN AT 3200 WEST
SP-02	PEDESTRIAN CROSSING SITE PLAN AT CHALK CREEK WAY
DT-01	BOLLARD DETAIL SHEET



Midas Creek Trail Pedestrian Bridge



Proposed Pedestrian Crossing

Proposed Trail Location

Proposed Pedestrian Bridge

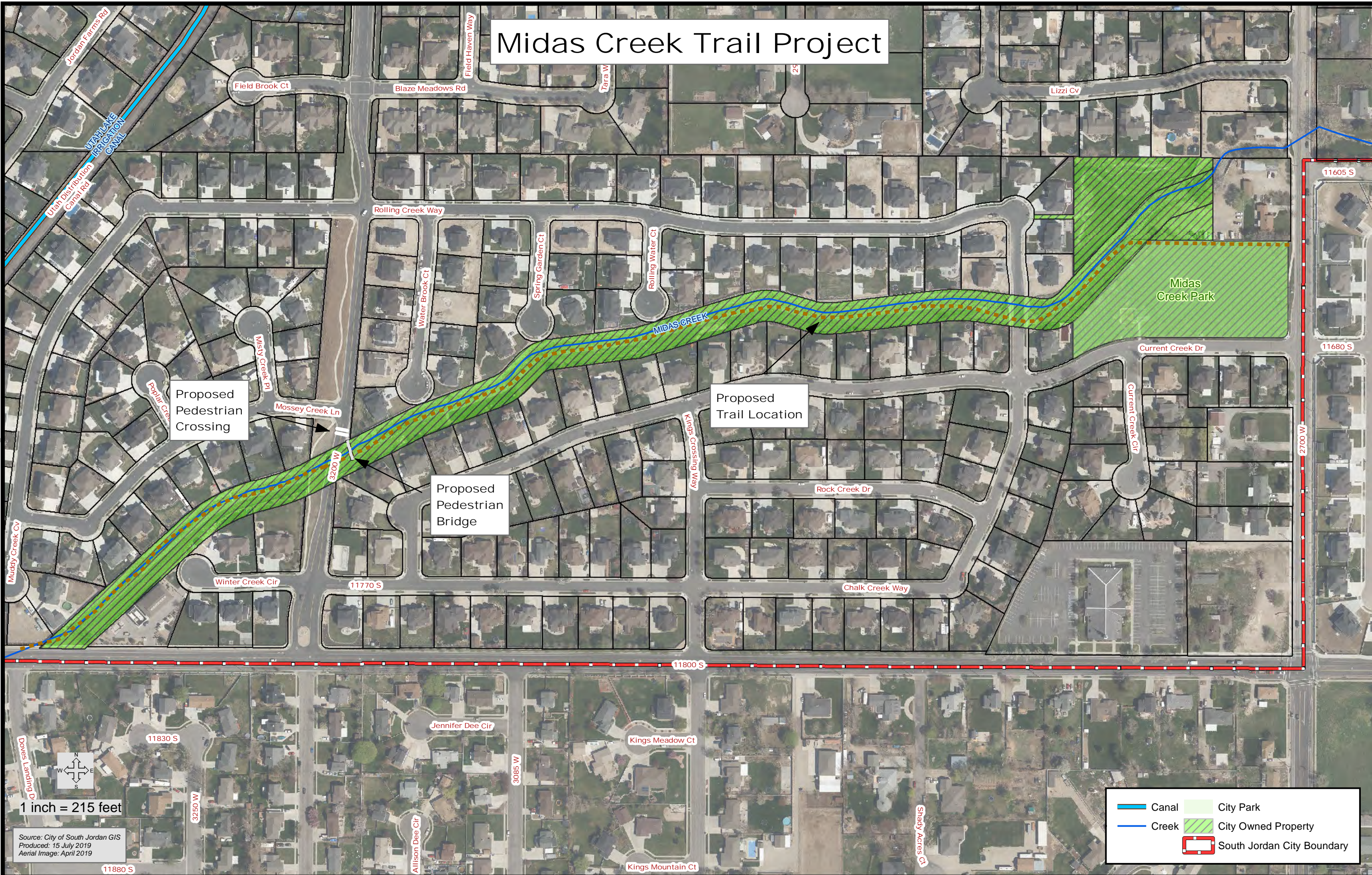


1 inch = 60 feet

Source: City of South Jordan GIS
Produced: 15 July 2019
Aerial Image: April 2019

	Creek
	City Owned Property

Midas Creek Trail Project



Proposed
Pedestrian
Crossing

Proposed
Trail Location

Proposed
Pedestrian
Bridge

Midas
Creek Park

	Canal		City Park
	Creek		City Owned Property
	South Jordan City Boundary		

1 inch = 215 feet

Source: City of South Jordan GIS
Produced: 15 July 2019
Aerial Image: April 2019



Cost Estimate: Midas Creek Trail & Pedestrian Bridge

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Price
A-1	Mobilization, Temp Facilities, De-Mobilization	LUMP	1	\$ 10,000.00	\$ 10,000.00
A-2	Site Preparation, Traffic Control, LDP & SWPPP	LUMP	1	\$ 4,000.00	\$ 4,000.00
A-3	Construction Surveying & Staking	LUMP	1	\$ 3,000.00	\$ 3,000.00
A-4	Materials and Compaction Testing	LUMP	1	\$ 3,500.00	\$ 3,500.00
A-5	Clearing and Grubbing	LUMP	1	\$ 10,000.00	\$ 10,000.00
A-6	Site Grading	LUMP	1	\$ 15,000.00	\$ 15,000.00
A-7	Saw Cut and Remove Concrete (Curb, Gutter, Sidewalk, and Driveway)	LUMP	1	\$ 5,000.00	\$ 5,000.00
A-8	10- ft Asphalt Trail 3-in Thick Asphalt	SF	25,000	\$ 2.00	\$ 50,000.00
A-9	8-in Untreated Base Course for Asphalt Trail	TON	1,200	\$ 25.00	\$ 30,000.00
A-10	4-ft Wide Sidewalk 6-in Thick Concrete w/ 6-in Base	LUMP	1	\$ 2,500.00	\$ 2,500.00
A-11	Concrete Curb & Gutter w/ 6-in Base	LUMP	1	\$ 5,000.00	\$ 5,000.00
A-12	ADA Accessible Ramp	EA	4	\$ 3,500.00	\$ 14,000.00
A-13	Cast Iron Bollards	EA	8	\$ 1,500.00	\$ 12,000.00
A-14	Signs	EA	4	\$ 400.00	\$ 1,600.00
A-15	Earthfill	LUMP	1	\$ 5,000.00	\$ 5,000.00
A-16	Landscape	LUMP	1	\$ 15,000.00	\$ 15,000.00
A-17	Fence	LUMP	1	\$ 20,000.00	\$ 20,000.00
A-18	Pedestrian Bridge	LUMP	1	\$130,000.00	\$ 130,000.00
A-19	SLCO Permitting & Flood Plain Mitigation	LUMP	1	\$ 65,000.00	\$ 65,000.00
				Schedule A Sub-total:	\$ 400,600.00
				20% Contingency	\$ 80,120.00
				TOTAL :	\$ 480,720.00

EXHIBIT B

Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code 59-2-2212.2 and the Interlocal Cooperation Agreement (the “*Agreement*”) between the County and South Jordan City (the “*Recipient*”), the County has committed to provide up to One Hundred and Fifty-five Thousand Seven Hundred and Twenty dollars and zero cents (\$155,720.00) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the “*Project*” or “*Projects*”). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

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

RECIPIENT

By: _____

Its: _____

Date: _____

EXHIBIT C

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: South Jordan City – Interlocal Agreement for Transportation Funds

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

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project to which this Request for Disbursement relates.

2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.

4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.

5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.

9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in the Utah Code or in accordance with other applicable federal, state and local laws, rules and

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

Dated this ____ day of _____, 20__.

SOUTH JORDAN CITY

By: _____

Name: _____

Title: _____

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

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1
Reimbursable Project Costs (RPC) Request for Disbursement

Project Title: _____

Reimbursable Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total RPC Request \$ _____

This portion above is to be filled out by the City. _____

This portion below is to be filled out by the County.

RPC Approved – This Request	_____
(plus) RPC Approved/Paid to Date	_____
Total Approved/Paid to Date	=====
Maximum Reimbursable Amount	_____
(less) Total Approved/Paid to Date	_____
Remaining Transportation Funds	=====

Approving Signature by County
