

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

City of Kearns

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **City of Kearns**, 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.”

R E C I T A L S:

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. 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. City has requested TRCC Funds from the County to help it fund the project described in its City’s application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Camp Kearns Historic Walk (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

F. The Parties have determined that it is mutually advantageous to enter 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. County agrees to reimburse up to **Twenty-One Thousand Five Hundred (\$21,500.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

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

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

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **March 31, 2025**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

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

City fails to make and expend such a matching contribution prior to **March 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2025**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

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

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

H. Public Funds and Public Monies:

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

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

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and

Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

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

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the 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. 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 City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and 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 City's full expenditure of the TRCC Funds received under this Agreement and upon City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor 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 City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to 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 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. 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 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 City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, 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) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. 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 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 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 City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to 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 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 City of such non-funding and the termination of this Agreement. However, in no event shall the County notify 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 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 City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) 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.

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

(b) Seek repayment of any TRCC Funds previously paid to 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 City and have been expended by 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 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 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. City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. 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 City,

including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and 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 City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

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

Digitally signed by Craig
J. Wangsgard
Date: 2024.05.13 12:39:47
-06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

City of Kearns

By Kelly F. Bush

Name: Kelly F. Bush

Title: Mayor

Dated: August 23, 2024

Attest:

Signed by:

Nicole Smedley

44A48DB7312F4FE

City of Kearns, Recorder

Date signed: August 26, 2024 | 2:40 PM MDT

Approved as to Form and Legality:

CITY ATTORNEY

By Nathan Bracken

Name: Nathan Bracken

Dated: August 23, 2024

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

**Kearns Metro Township
Camp Kearns Historic Walk, PRT**

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

\$ 21,500.00 Requested

Submitted: 6/16/2023 12:15:07 PM (Pacific)

Project Contact

Daniel Torres
dtorres@msd.utah.gov
Tel: 385-468-6691

Additional Contacts

Nicole Smedley
nsmedley@msd.utah.gov
Tel: 385-508-5944

Kearns Metro Township

2001 S State St
N3-600
Salt Lake City, UT 84190
United States

Telephone(801) 615-3900

Fax

Web <https://kearns.utah.gov/>

Mayor

Kelly Bush
kbush@kearns.utah.gov

Application Questions [top](#)

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

Project Overview

1. Please select your support program category:

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

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

2. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".

5624 S Cougar Lane, Kearns, UT 84118

3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

Kearns Metro Township was incorporated in 2017. Prior to that, the community was an unincorporated township of Salt Lake County. Kearns has its own Planning Commission and Council, which serve 36,842 residents (ACS Estimates, 2021). Kearns is one of the most diverse communities in Utah, with approximately 37% of the population identifying as a race other than White / Caucasian (ACS Estimates, 2021). As a member of the Greater Salt Lake Municipal Services District ("MSD"), Kearns pools its revenue with other communities in order to fund municipal staff and services. The MSD offers business licensing, planning and zoning, long range planning, building permitting and inspections, code enforcement, communications, addressing, budgeting, and other services to its member communities. Public works, engineering, parks and recreation, and

animal services are contracted through Salt Lake County.

Although Kearns is widely thought of as a bedroom community of Salt Lake City, it has a culture and history all its own. The first pioneers arrived in the area around 1848. Canal creation in the 1870s and expansion in the 1880s allowed agriculture to expand into the area now known as Kearns. After the bombing of Pearl Harbor, this agricultural land was converted over to an Army Air Force Base that was responsible for training American troops for combat in World War II. The base eventually became known as "Camp Kearns" and operated from 1942 to 1946, training an estimated 90,000 troops during this period. The Camp was approximately 5,450 acres in area and is now covered by the northeast quadrant of Kearns. After the end of the War, the land that was occupied by the Camp was converted to residential uses. Many of the homes in the northeast section of Kearns are original GI-Bill housing units.

Suburban growth has largely continued in Kearns, and the community is now mostly built-out. In 2002, Salt Lake City hosted the Olympic Winter Games. The official Olympic Oval for the events was built in Kearns, occupying space that once belonged to the shooting range at Camp Kearns. The Oval holds more Olympic World Records than any other ice oval in the world (Olympic Legacy Foundation, 2020). The location is still open for use by the public, offering freestyle skating, classes, and a venue for professional competitive events. Residents take great pride in their community's history and ongoing resilience.

4. Please provide us with your project summary.

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

Kearns is requesting \$21,500 to construct the Camp Kearns History Walk at the Veterans Memorial Plaza (5624 Cougar Lane), as a part of its General Plan implementation. Kearns adopted its first General Plan in 2020. At this time, the only historic marker in Kearns existed at a micro-park next to the Kearns Recreation Center (the Memorial Plaza). Here, the community placed flags, a historic cannon, and a monument to community veterans. However, there were no accompanying materials detailing Kearns' significant military history. This narrative largely lives online and is maintained by a resident who volunteers time to the cause of documenting stories from Camp Kearns. One of the stated goals of the 2020 Kearns General Plan was to, "Promote the culture and identity of Kearns Metro Township through the built environment" (General Plan, pg.91). As an objective under this goal, Kearns planned to, "Introduce historic markers and other symbols of Kearns' history" (General Plan, pg.91).

The project is a partnership between Kearns Metro Township, the Greater Salt Lake Municipal Services District, Salt Lake County Parks & Recreation, the State Historic Preservation Office, and Salt Lake Community College. The historic panels proposed for the site are intended to showcase the rich history of Kearns through ten separate signs, from pre-pioneer times to the 2002 Olympics, in a way that is engaging for both residents and visitors. The panels will be accompanied by online content that allows users to further engage with the history and share their own generational Kearns stories. Online content will include oral readings of the panels for the visually impaired and for Spanish speakers. Because the content for the signs has already been researched and are largely designed, fabrication and installation can begin as soon as funding is available.

5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

Kearns placed its application in the Parks, Recreation, and Trails Support category, since this project would include improvements to an existing historic park in the community (Kearns Veterans Memorial Plaza). Enhancements to this space (including a gravel path and signage) are expected to draw increased attention to Kearns' unique identity, instilling pride in residents and enriching the experience of visitors. This location enjoys high visitation, as it is immediately adjacent to Kearns Oquirrh Park Fitness Center, the Olympic Oval, and the Kearns Recreation Center, and is across from Kearns' only High School. Visitors to these spaces, especially the Olympic Oval, do not always realize that they are visiting the Kearns community when they come to ice skate, train, or watch events. It is extremely important to the community that visiting Kearns becomes a more holistic experience, where visitors can partake in recreation, food and drink, entertainment, and culture. The historic panel project is one step in achieving this vision, and it is intended to be a catalyst project for future actions integrating history with the built environment.

Salt Lake County Parks & Recreation is a partner in the Kearns Historic Panel Project. Parks & Rec has agreed to allow the historic panels within its park area, fabricate and install the signs (at a cost), and provide day-to-day maintenance of the signs (with Kearns Metro Township paying for significant repairs or sign replacement). Kearns falls within the West Planning Area of the 2015/2021 Parks and Recreation Master Plan. At the time that plan was completed, the West Area was the most underserved of all of Salt Lake County in available park space and recreational amenities (Parks & Rec Master Plan, pg.70). The 2015/2021 Master Plan does not address historic or cultural amenities within County parks, but it does recognize the protection of historical assets as a significant benefit of having County Parks & Recreation facilities and programs; in the 2017 County Needs Assessment, over 60% of respondents agreed that historic preservation and protection was a benefit of the County's Parks & Recreation efforts (Needs Assessment, pg.20). Adding historic panels to the existing Veterans Memorial Park will help draw attention and needed care to the space, ensuring the longevity of the monument and its significance in Kearns. In addition, the completion of this project will result in a park space that is unique and reflective of the Kearns community. Kearns can serve as a model for integrating local sense of place into regional assets.

The Kearns Veterans Memorial Plaza is listed as a historic monument by the Utah Division of State History.

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

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

The Camp Kearns Historic Walk project is a direct result of the 2020 General Plan process. During the planning process, the community held three public workshops, conducted two online surveys, and hosted twenty General Plan Steering Committee Meetings (which were also noticed and open to the public). This General Plan received an award from the Utah Chapter of the American Planning Association, in part because of its extensive community engagement. During one workshop, the public had the opportunity to participate in the Goals Matrix Exercise, in which participants identify items to "Achieve, Preserve, Avoid, and Eliminate" through future planning and decision-making. Historical assets were identified under both the achieve and preserve categories (Kearns General Plan, pg.33). This later led to the development of a goal and objective related to showcasing Kearns' history. Kearns is pursuing this project as a direct implementation of the General Plan goals and objectives.

The project is supported by the Utah State Historic Preservation Office. Christopher Merritt (State Historic Preservation Officer) has been a strong advocate for documenting and showcasing the history of Camp Kearns. In 2021, Merritt led a historic preservation class at Salt Lake Community College. Students conducted research on Camp Kearns and prepared the initial designs of the historic interpretive panels. Later, Salt Lake Community College pledged \$300 toward the installation of the signs. A letter of support from Christopher Merritt is included in the Documents Tab.

As previously stated, Salt Lake County Parks & Recreation is partnering with Kearns on this project. They are willing to provide space for the signs and facilitate fabrication and installation if Kearns can find the funding. A letter confirming the participation of Parks & Rec is included in the Documents Tab.

Finally, in addition to the support of the Metro Township Planning Commission and Council, this project has been endorsed by the Kearns Community Council. The Community Council led the initial efforts to relocate the cannon to its current location and fundraise for the Kearns Veterans Memorial Plaza. It was the Community Council who suggested that the historic panels, just conceptual drafts at the time, be placed at the Plaza instead of elsewhere in Oquirrh Park. Their letter of support is included in the Documents Tab.

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

Visitor counts have not been conducted at the Veterans Memorial Plaza. In general, this is a space that people pass through on their way to other attractions, including the High School and Kearns Recreation Center. The busiest time for the Plaza during an annual event where the Kearns Community Council holds a service and invites residents to switch out their flags. The historic panels will be an invitation for residents and visitors to slow down, engage, and learn more about the history of the County's west side. The panels are proposed for placement along an 8-10' gravel path, allowing for two-way traffic.

Although the physical signs feature only English content, the project team is looking to expand its audience by adding an online and oral component. This will be achieved by placing QR codes on the panels which will link to a project website. The website will include an oral reading of the panels in multiple languages, as over 13% of Kearns residents over the age of five speak English "less than very well" (ACS Estimates, 2021). In addition, the website will host Esri Story Maps which will contribute additional historic narrative for those interested in learning more. The online component will help the project to meet the future needs of the community, as content can be easily updated, and new opportunities for engagement (including the change for residents to share their own stories) can be added.

Kearns contracts with Salt Lake County Parks & Recreation for parks services and maintenance. Parks & Rec has the tools needed to fabricate, install, and maintain the signs. Parks & Rec has asked for funding and a maintenance agreement from Kearns Metro Township in order to move forward with the project. Kearns Metro Township plans to contribute \$3,000 from its General Fund but is seeking grant funding for the additional construction expenses. Parks & Rec will provide ongoing maintenance, but charge Kearns for larger repairs and sign replacement (after the 10-year warranty).

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

During its 2020 General Plan process, Kearns Metro Township adopted the following vision:

"Kearns is a community of diverse individuals and families dedicated to health, safety, quality education, economic opportunity, environmental sustainability, sincere friendship, service to others, pursuit of happiness, and finding pleasure in activities for all ages. The Kearns community celebrates its military and Olympic history and takes responsibility for the future by fostering a strong sense of shared identity. To support a high quality of life for all residents, Kearns promotes shared decision-making regarding housing, transportation, environment and economic growth."

Integral to this vision is an ongoing celebration of Kearns' history and the participation of residents in both acknowledging that history and contributing to the future identity of their community. Although more subtle, this vision also speaks to a need for Kearns to distinguish itself and make its mark as an incorporated municipality, especially as the western portion of the

County continues to develop.

It is the responsibility of the Kearns Metro Township Planning Commission, Council, and Staff to protect public health, safety, and welfare, including taking action as needed to improve local quality of life. The 2020 General Plan revealed that residents felt history and culture were missing as part of their daily lives in Kearns. Older residents were particularly worried that the history of Camp Kearns would not be preserved or remembered by future generations. The Camp Kearns Historic Walk aids in the physical documentation of this history, while also creating opportunities for residents to engage in that history in new ways. The experience is expected to be valuable both for residents and visitors to the Veterans Memorial Plaza and Oquirrh Park area. Its implementation will demonstrate Kearns' ongoing commitment to celebrating its identity and enhancing the built environment.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

Kearns Metro Township recognizes that the TRCC Support Program is a reimbursement grant. If awarded, Kearns will borrow from its General Fund or from remaining CARES Act or ARPA dollars (depending on project timing) in order to complete the Camp Kearns Historic Walk. It will then seek reimbursement for \$21,500. Kearns is submitting a \$3,000 local match and has \$300 pledged from Salt Lake Community College.

All project costs will be invoiced to Kearns Metro Township by Salt Lake County Parks & Recreation, which has experience fabricating and installing interpretive signage in other locations. Because Parks & Rec is already a contracted service provider for Kearns, the process for invoicing and making payments is established and efficient. Funding will be transferred from Kearns to Parks & Rec (following authorization by the Metro Township) by the Greater Salt Lake Municipal Services District, which handles the administration of funds for all member communities. If awarded, reimbursement payments would be sent to the Greater Salt Lake Municipal Services District, to be placed back in Kearns General Fund.

10. Document your ability to raise additional project funds.

The costs for the Camp Kearns Historic Walk are not expected to change drastically from the estimate provided by Salt Lake County Parks & Recreation. Kearns Metro Township is contributing \$3,000 to the project, and Salt Lake Community College has pledged \$300. Any additional funds needed will be sought through grant programs. Kearns hopes to receive one grant which will cover the remainder of the project costs (approximately \$21,500). If there are overages, Kearns will rely on its General Fund to cover the outstanding amounts. The municipality may also seek additional partners, such as My Kearns Coalition, the Kearns High School, the Utah Olympic Committee, Utah Olympic Legacy Foundation, or the State Historic Preservation Office.

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

The Camp Kearns Historic Panel project will not significantly impact Kearns' future finances. Because Kearns does not receive property tax revenue, and instead relies on sales tax revenue and Class B & C Road Funds, it is not able to independently fund construction of the historic interpretive panels. However, once the signs are installed, the estimated maintenance costs are low. The Veterans Memorial Plaza shares a parking lot with Kearns Recreation Center, which means there are eyes on the space during the day. Although signs could be damaged during the night, there are no existing reports of vandalism at this site. For cleaning and minor repairs, Kearns may spend a few hundred dollars per year maintaining the signs. When larger repairs or updates are needed, Kearns can replace signs one at a time to manage costs. In general, the fiscal impact of this project is low, and the benefits are expected to be high.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

13. Type of consulting services

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

14. Goals and objectives of consulting services

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

15. Scope of Work, including expected deliverable and timeline

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

16. Payment schedule for the work and expenses.

17. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The current facility is a 0.44 acre park located on Cougar Lane, just south of the Kearns Recreation Center. The park, Veterans Memorial Plaza, features lawn space, 15 mature trees, 2 benches, a sidewalk, historic cannon, memorial wall, flagpoles, and historic monument. It is currently used by passerby, navigating between Kearns High School, the Recreation Center, Kearns Oquirrh Park Fitness Center, and the Olympic Oval. The plaza also receives special use from the Kearns Community Council at annual events, where residents come to pay tribute and exchange their flags.

The approximate address for the site is 5624 S Cougar Lane. It is part of a larger parcel (5670 S), which is owned by Salt Lake County. The assessor's record for the parcel is provided in the Documents Tab. Kearns contracts with Parks & Rec for essential services, including programming and maintenance of parks. Parks & Rec has agreed to allow the Camp Kearns Historic Walk improvements, without requiring a lease agreement from Kearns. Kearns will be responsible for paying for any major maintenance / repairs, as articulated in the submitted Maintenance and Operations Plan. A letter demonstrating Parks & Recreation's willingness to participate in this project is included in the Documents Tab.

18. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

This project is broken into three phases (final design, contracting and fabrication, and installation):

Final Design (Fall 2023): during this phase, planning staff at the Greater Salt Lake Municipal Services District will finalize the designs for the historic panels. Staff will receive a final content check from the State Historic Preservation Officer and from the Kearns Historian. Following approval of the panel content, staff will put together the first phase of the accompanying website. The first iteration of the website will include an introduction to the project and oral readings of the sign in at least two languages (English and Spanish). Staff will send the panel designs and drafted website to Salt Lake County Parks & Recreation for any additional feedback. This phase is expected to take three to four months, beginning in July 2023. Most of the design work for the panels is already done, but additional time is needed for reviewing agencies to provide comments.

Contracting and Fabrication (Winter-Spring 2023/2024): upon notification of the funding award, Kearns Metro Township will work with Salt Lake County Parks & Recreation to finalize a contract for construction, installation, and maintenance. Once the contract has been signed by all parties, Parks & Rec will begin the required work. The work will be invoiced to Kearns and reimbursed through the TRCC Program (once funds are available). Fabrication of the signs may take up to six months, depending on the workload of Parks & Rec.

Installation (Summer 2024): once the signs are fabricated, Kearns will work with Parks & Rec to prepare the site for installation. This may include constructing the gravel path or adjusting sprinkler systems where needed to accommodate the panels. Parks & Rec will then install the signs. The Kearns Community Council has suggested hosting a groundbreaking event when the signs are installed. This event will generate additional interest in the project and could be used by planning staff to engage residents on the next steps desired for historic preservation or enhancement of cultural assets.

The final deliverable will be ten, permanent 24"x36" interpretive panels, installed at the Veteran's Memorial Plaza in Kearns. The panels will be accompanied by online content to be maintained indefinitely by the Greater Salt Lake Municipal Services District on Kearns' behalf. The project cost also includes construction of an 8-10' gravel path.

19. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

Kearns' plan for future maintenance and operating costs for the Camp Kearns Historic Walk can be found in the Documents Tab. The type of historic panel selected has a 10-year warranty attached. After that time, Kearns will be responsible for the replacement of the panels as needed.

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

The Camp Kearns Historic Walk represents a key collaboration between local and regional partners. The project management team includes:

Kelly Bush, Mayor (Kearns Metro Township): Mayor Bush is responsible for authorizing the installation and maintenance agreement with Salt Lake County Parks & Recreation. Kearns and Parks & Rec will split maintenance responsibilities and costs. The Mayor has also pledged \$3,000 toward the initial installation; this expenditure will come from Kearns' General Fund or remaining CARES Act funding.

Kayla Mauldin, Senior Long Range Planner (Greater Salt Lake Municipal Services District): Kayla is managing this project on Kearns' behalf. She is responsible for facilitating conversations between project stakeholders and moving the project through

to the finish line. Kayla has served as Kearns' long range planner for three years. She has successfully written and managed several grant projects, and recently secured a place for Kearns in U.S. DOT's 2023 Thriving Communities Program.

Bianca Paulino, Long Range Planner (Greater Salt Lake Municipal Services District): Bianca specializes in community engagement, especially of underserved communities. She has led several efforts over the past year to improve relationships with Kearns' Spanish-speaking community. Bianca is taking the lead on historic panel design and will be responsible for developing all Spanish-language content for the accompanying website.

Stewart Okobia, Director of Finance (Greater Salt Lake Municipal Services District): Stewart has over ten years of experience as an internal auditor for public and private organizations. As the Director of Finance for the MSD, Stewart is responsible for overseeing Kearns' expenditures and processing grants and reimbursements on Kearns' behalf.

Daniel Sonntag, Landscape Architect (Salt Lake County Parks & Recreation): Dan has nearly twenty years of experience in landscape architecture and project management. He is managing the project from the side of Parks & Rec. The department plays a key role in this project, offering space for the signs and the use of staff and equipment for sign fabrication and installation.

Chris Merritt, State Historic Preservation Officer (Utah Historic Preservation Office): Chris initiated this project several years ago when he had students at SLCC research and develop content around historic Camp Kearns. Chris remains involved in the project as a final reviewer for content accuracy. He has served as the State Historic Preservation Officer for three years and was the Deputy Historic Preservation Officer before that. Chris secured a \$300 pledge from SLCC for this project.

Paula Larsen, Chair (Kearns Community Council): Paula is a lifetime resident and the chair of a volunteer group of residents that organizes community events and engagement. She has extensive experience in disseminating information to the Kearns community and hosting events to showcase new amenities or bus

21. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

A mock-up of the panels and a proposed site plan have been added to the Documents Tab. The project team has also included a picture of a panel with the same architectural design as what is intended for Kearns' historic panels.

22. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

The estimated cost for this project was prepared by Dan Sonntag at Salt Lake County Parks & Recreation. The estimate was based on signs recently completed and installed at Dimple Dell Regional Park. A breakdown of the budget is included in the Documents Tab. Overruns are not expected for the Camp Kearns Historic Walk. However, in the case that they occur, Kearns will pay the difference using its General Fund, CARES Act funding, or ARPA funds (depending on project timing).

23. Type of tourism promotion services

NA

24. Goals and objectives of tourism promotion services

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

25. Scope of Work, including expected deliverable and timeline

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

26. Payment schedule for the promotional work and expenses

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

Documents [top](#)

Documents Requested *

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

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include

Required? Attached Documents *



[TRCC Project Budget Worksheet for Camp Kearns Historic Walk](#)



[Kearns Budget, 2021, 2022, and 2023](#)

relevant sections, not the entire budget

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITAL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget



[Letter from Kearns Community Council](#)

[Letter from State Historic Preservation Officer](#)

[Letter from Matthew Tracy](#)

[Assessor Record for Veterans Memorial Park](#)

[Parks & Rec Confirmation of Use](#)

[Proposal for Ongoing Maintenance](#)

[Schematic Concept Plan for Camp Kearns Historic Walk](#)

[Prototype of Angled Panel Design](#)

[Existing Site Conditions](#)

[Draft Designs for Historic Panels \(In Progress\)](#)

[Cost Breakdown from Dan Sonntag \(Parks & Rec\)](#)

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$	24,800.00
Total Funding Sources	\$	3,300.00
TRCC Funding Requested	\$	21,500.00
Projected Surplus/(Deficit)	\$	-

Date Prepared: 06/13/2023

Organization Name: Kearns Metro Township

Project Name: Camp Kearns Historic Walk

Contact Name: Dan Torres

Contact Email: dtorres@msd.utah.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 15,000.00	Installation of 10 signs at \$320 each; 817 sq.ft of gravel at \$12/sq.ft.
Consultants/Professional Services	\$ 300.00	Metro Township provided file setup; Dura Reader Production Setup
Permits/Fees	\$ -	None required
Equipment > \$5,000	\$ 8,500.00	24"x36" panel fabrication / printing (10); 45 degree mount plate at \$350 each
Administrative Overhead	\$ -	None required
Contingency	\$ -	None required
Other	\$ 1,000.00	Packaging and shipping of 10 signs from point of fabrication to Plaza
Total Project Budget	\$ 24,800.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 3,000.00		\$ 3,000.00	Kearns to use leftover CARES / ARPA funding for match (or General Fund)
Pledges	\$ 300.00		\$ 300.00	Salt Lake Community College has pledged \$300 toward installation
Grants (excludes TRCC request)			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 3,300.00	\$ -	\$ 3,300.00	