

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**

*and*

**CITY OF COTTONWOOD HEIGHTS**

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 the **CITY OF COTTONWOOD HEIGHTS**, 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 (4<sup>th</sup> 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 (4<sup>th</sup> 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 Big Cottonwood Trail Reconstruction Project for Wayfinding and Educational Kiosks 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 Forty Three Thousand Six-Hundred and Ninety-five Dollars and zero cents (\$43,695.00) of Regional Transportation Choice Funds (4<sup>th</sup> 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 Forty Three Thousand Six-Hundred and Ninety-five Dollars and zero cents (\$43,695.00) 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 Big Cottonwood Canyon Trail project for Wayfinding and Educational Kiosks 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 30<sup>th</sup> 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 16:47:00 -07'00'

Dated: \_\_\_\_\_, 20\_\_\_\_

***Approved as to Form and Legality:***

By \_\_\_\_\_  
Jason S. Rose  
Digitally signed by Jason S. Rose  
Date: 2020.10.07 14:16:21 -06'00'  
Senior Attorney

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY**

**CITY OF COTTONWOOD HEIGHTS**

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  
ZAP  
TRCC

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

7/15/2019 deadline

# Cottonwood Heights Way Finding and Educational Kiosks - Big Cottonwood Trail-PRT

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

**\$ 43,695.00** Requested

Submitted: 7/15/2019 2:14:43 PM (Pacific)

### Project Contact

Matthew Shipp

[adam@gilsonengineering.com](mailto:adam@gilsonengineering.com)

Tel: 801-944-7090

### Additional Contacts

[mshipp@ch.utah.gov](mailto:mshipp@ch.utah.gov)

### Cottonwood Heights

2277 East Bengal Boulevard  
Cottonwood Heights, UT 84121

Telephone 801-944-7000

Fax

Web [cottonwoodheights.utah.gov](http://cottonwoodheights.utah.gov)

### City Manager

Tim Tingey

[ttingey@ch.utah.gov](mailto:ttingey@ch.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.

Cottonwood Heights originated in 2005, when it officially became a city after previously being part of unincorporated Salt Lake County. The city was already largely built out at the time of incorporation, and as such, inherited both the good and bad traits from the area's

previous county jurisdiction. The city is a suburban community, catered to people who commute downtown or to other cities each day. While there is a growing employment base in Cottonwood Heights, it is still largely a commuter city. Because of this,

development patterns and infrastructure networks are heavily focused on automobile travel and convenient driving.

However, Cottonwood Heights' geographic location that spans from Big Cottonwood Canyon to Little Cottonwood Canyon, situated on the foothills of the Wasatch Mountain range mean that the city sees a large number of recreation seekers pass through the city. From hiking, to mountain biking, to skiing, hundreds of thousands of people pass through Cottonwood Heights every year for recreational purposes. Additionally, the scenic views, with mountains in the foreground and the entire Salt Lake Valley in the background, make Cottonwood Heights a haven for pass-through cyclists, especially on Wasatch Boulevard.

Cottonwood Heights has developed "The Bicycle and Trails Master Plan". It is a comprehensive look at the bicycle and trail network in Cottonwood Heights. Since Cottonwood Heights incorporated in 2005 the city has installed numerous types of bicycle infrastructure including the completion of the Big Cottonwood Canyon Trail.

The Big Cottonwood Trail is a very crucial part of a much larger regional trails system. This project connects regional trails located in Holladay City, Cottonwood Heights and Big Cottonwood Canyon. Usage is estimated to include over a 100,000 residents a year from the cities of Draper, Sandy, Cottonwood Heights, Midvale, Murray, Holladay, Salt Lake City and Salt Lake County.

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

The proposed project will install a number of improvements to the Big Cottonwood Canyon Trail that are designed to increase the usage and usability of the Big Cottonwood Canyon Trail and the overall regional trails system.

This project will strategically install way-finding signage on many of the nearby roadways. This will increase awareness for the existing trail and city recreational centers for Salt Lake County residents. The way-finding signage will be installed in Cottonwood Heights and Holladay City to increase the signage impact. The signage will also be placed in areas with high pedestrian and bicycle traffic.

The project will install mile markers along the entire reach of the Big Cottonwood Canyon Trail at 1/4 mile intervals. This will enhance the user experience for pedestrian and bicyclists and will increase the overall usage of the Big Cottonwood Canyon Trail and overall regional trails system.

This project will install educational and historical kiosks along the trail way. The kiosks will vary in content. They will include information about the history of the area and the geological & environmental features of the area. The city is excited to showcase the extensive local history of the area. Cottonwood Heights will coordinate with the Cottonwood Heights Historical Committee and the Parks and Trails Open Space Committee to help develop the best choices for the Kiosks.

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

The Big Cottonwood Canyon Trail is one of the of the only urban east/west trail systems in the Salt Lake County East Planning Area. This project meets the Salt Lake County Visions and Principles by providing trail systems that will meet future recreation demands and addressing regional concerns that cross municipal boundaries. The Big Cottonwood Canyon Trail is not just for Cottonwood Heights residents, it begins at the border between Cottonwood Heights and Holladay City at Knudsens Park. Its current termination point is at a regional transportation Park and Ride and connects residents of Salt Lake County to the mouth of Big Cottonwood Canyon and the future Regional Bonneville Shoreline Trail.

#### **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.*

We have received letters of support from Cottonwood Heights Recreation Center and from the Jordan River Commission

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

The Big Cottonwood Canyon Trail is a 10-ft Type I Bicycle Facilities. Based on recent traffic counts the existing trail has a LOS of A. The Trail has optimum conditions for individual bicyclists and retains ample space to absorb more users of all modes while providing a high-quality user experience. Recent observations estimate that the daily usage of the entire Big Cottonwood Canyon Trail System is 800 ADT.

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

Cottonwood Heights strongly funds and supports the development of regional trail systems and a functional networks of trails and bicycle lanes throughout the city. Cottonwood Heights promote safe travel for multiple modes of transportation and this project is crucial to the cities goals and objectives.

Cottonwood Heights has developed a Bicycle and Trails Master Plan to promote strategies that will lead to a functional trail system network. The Big Cottonwood Canyon Trail is a integral part of that overall strategy. This project will also promote Cottonwood Heights as an outdoor recreation destination which will act as a catalyst for economic development in the city.

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

Funding for this project has been secured through the annual budgeting process.

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

The city may consider raising additional project funds through budget process.

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

The city will increase the maintenance funds for parks, trails and open Space. With the project funded, the city will be able to fund other parks, trails, and pen space projects identified in the Cottonwood Heights Master Plan.

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

- Consulting
- Capital
- Other:

## Consulting Applicants

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**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

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

This project is located in various locations in Cottonwood Heights. (See Attached Site Map). The Big Cottonwood Canyon Trail runs east/west through Cottonwood Heights from the boundary with Holladay City at I-215 and ends at Big Cottonwood Canyon

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

*Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).*

The Big Cottonwood Canyon Trail is constructed on a mix of public/private land. The City has obtained trail easements for all locations of the trail that are on private land. (See uploaded documents). All other proposed wayfinding signage will be placed in public ROW.

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

This project is shovel ready, and is expected to be complete in the summer of 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 maintenance budget for this project will be funded annually through the Parks and Trails maintenance budget adopted by the City Council on an annual basis. The maintenance expense forecast for this project for the next five years is anticipated to be negligible in relation to the entire trail maintenance budget.

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

Project Manager: Matt Shipp, Public Works Director. Matt has extensive project experience including managing the construction of the Big Cottonwood Canyon Trail, the Highland City Trails, and many other municipal and capital improvement projects for the last 25 years.

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

*Please upload above mentioned architectural documents (document tab).*

See Attached Site Plan

**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 Construction Cost Estimate

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

**Project Budget**

Line Descriptions	Capital	Consulting	Other	Detail
Total Project Budget	48,550			
Funding Currently in Place	4,855			City Funding
County Funding Requested	43,695			

**Project Financial Information Detail**

Financial Detail	Capital	Consulting	Other	Detail
Cash On-hand	4,855			
Pledges - Unrestricted				
Pledges - Restricted				
Pledges - Pending or Projected				
In-Kind Donations				
General Obligation Debt				
Bond Issue				
Capital Reserve				

**Documents** [top](#)

**Documents Requested \***

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

For consulting projects upload a detailed consultant project budget document by a qualified professional.

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

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

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

Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.

Required? **Attached Documents \***



[Cottonwood Heights Rec Center - Letter of Support](#)  
[Jordan River Commission - Letter of Support](#)

[Big Cottonwood Trail - Easements](#)

[Project Site Plan](#)

[Project Cost Estimate](#)



[Park and Trails - City Budget Info](#)

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



# **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 Cottonwood Heights City (the “*Recipient*”), the County has committed to provide up to Forty Three Thousand Six-Hundred and Ninety-five Dollars and zero cents (\$43,695.00) 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, Cottonwood Heights 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: Cottonwood Heights City – Interlocal Agreement for Transportation Funds

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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 Cottonwood Heights 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\_\_.

**COTTONWOOD HEIGHTS CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SALT LAKE COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

