

## SALT LAKE COUNTY, UTAH

RESOLUTION NO. \_\_\_\_\_, 2020

### **A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND SALT LAKE CITY CORPORATION FOR A CONTRIBUTION OF TRCC FUNDS TO FUND COMPLETE REPLACEMENT OF BASEBALL PLAYING FIELD AT CITY-OWNED SMITH'S BALLPARK**

#### **RECITALS**

A. Salt Lake County (the "County") and Salt Lake City Corporation (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

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. In 2019, the City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to fund the complete replacement of the baseball playing surface at the City-owned Smith's Ballpark (the "Project"). The County Council appropriated TRCC Funds for this purpose in the 2020 Salt Lake County Budget. The City and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the "Interlocal Agreement") wherein the County agrees to grant TRCC Funds to the City to help fund the Project and wherein the City agrees to abide by the terms and conditions outlined in the Agreement.

D. The County Council believes that its contribution and assistance under the Agreement will contribute to the prosperity, moral well-being, peace and comfort of Salt Lake County residents.

## RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and Salt Lake City Corporation is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

**APPROVED AND ADOPTED** in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

Dianne R. Orcutt  
Deputy District Attorney

**ATTACHMENT A**  
Interlocal Cooperation Agreement between Salt Lake County and  
Salt Lake City Corporation

County Contract No. \_\_\_\_\_  
DA No. 19-15304

Salt Lake City Contract No. 03-3-20-2155

## INTERLOCAL COOPERATION AGREEMENT

*between*

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

*and*

**SALT LAKE CITY CORPORATION**

**RECORDED**

**FEB 20 2020**

**CITY RECORDER**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services ("County") **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

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

D. The City has requested TRCC Funds from the County to help it fund the project described in its TRCC Application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to help fund the complete replacement of the baseball playing surface at the City-owned Smith's Ballpark. The County Council appropriated TRCC Funds for this purpose in the 2020 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, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

### **A G R E E M E N T:**

**NOW THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

#### **1 . COUNTY'S CONTRIBUTION.**

A. Contribution of TRCC Funds. The County agrees to reimburse nine hundred thousand dollars (\$900,000.00) in 2020 to the City from its TRCC Funds— all on the terms and subject to the conditions of this Agreement.

B. Conditions to County's Reimbursement. The County will have no obligation to reimburse TRCC Funds to the City under this Agreement unless and until the following conditions have been satisfied:

(i) City Funding Requirement. The City has represented to the County evidence and assurances that it will contribute two hundred and eighty-five thousand dollars (\$285,000.00) of the total cost of the proposed improvements described in **EXHIBIT A.**

#### **2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.**

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

B. Allowable Uses and Limitation on Use.

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

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

C. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's TRCC Application. If the City fails to make and expend such a matching contribution prior to December 31, 2020, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. For each and every reimbursement request, City shall furnish to County the 2020 TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. City will make all requests for reimbursement under this Agreement on or before **December 31, 2020**. If City anticipates being unable to use the TRCC Funds before the December 31, 2020 deadline, City may make a request for an extension of time, no later than November 15, 2020. Requests for extension of time must be made in writing and directed to the County Community Services Department. The County shall, in its sole and absolute discretion, determine whether to grant the Recipient's request for extension.

F. Reporting Requirements. The City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT C**, detailing how the TRCC Funds were expended, no later than **March 31, 2021**.

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

H. Public Funds and Public Monies:

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

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public

funds” and “public monies” as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

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

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

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

K. Representations.

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

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

### 3. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are

not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2F above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2G, 2H, 2I and 2J above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act.

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

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

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

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

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

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and the City Mayor or designee are hereby designated as the joint



administrative board for all purposes of the Interlocal Cooperation Act.

(viii) No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(ix) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(x) Voting of the County Mayor and City Mayor or designee shall be based on one vote per Party.

(xi) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(xii) The powers of the joint board are those described in this Agreement.

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

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

F. Governmental Immunity, Liability, and Indemnification.

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

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims,

losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

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

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

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

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

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

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

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

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

(c) Terminate this Agreement.

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

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

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

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

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

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

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

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

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

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2020

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

By   
Holly Yocom  
Department Director

Dated: 2-21, 2020

*Approved as to Form and Legality:*

SALT LAKE COUNTY DISTRICT ATTORNEY

By   
Deputy District Attorney

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

SALT LAKE CITY CORPORATION

By [Signature]  
Name: Erin Mendenhall  
Title: Mayor  
Dated: Feb. 20, 2020

Attest:

[Signature: Kory Solano]  
Assistant \_\_\_\_\_, City Recorder  
Date signed: \_\_\_\_\_

RECORDED  
FEB 20 2020  
CITY RECORDER



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

CITY ATTORNEY

By [Signature: Boyd Ferguson]  
Name: Boyd Ferguson  
Dated: 1-16, 2020

**EXHIBIT A**  
**Salt Lake City's TRCC Application**



Salt Lake County  
ZAP  
TRCC

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

7/15/2019 deadline

**Salt Lake City Corporation  
Smith's Ballpark - CON**

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

**\$ 985,000.00** Requested

Submitted: 7/15/2019 2:39:05 PM (Pacific)

**Project Contact**

Elizabeth Gerhart

[elizabeth.gerhart@slcgov.com](mailto:elizabeth.gerhart@slcgov.com)

Tel: 801-535-6478

**Additional Contacts**

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**Mayor**

Jacqueline Biskupski

[jackie.biskupski@slcgov.com](mailto:jackie.biskupski@slcgov.com)

**Application Questions** [top](#)**Project Overview****1. Select the type of support you are applying for**

*Your project must fall under one of these categories to be considered for funding. Please refer to the Guidelines and Policies Tab for more information on each category.*

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

**2. Please select the Planning Area of Salt Lake County where the project is located.**

*Please refer to the SLCo Planning Areas Map in the Guidelines tab for a list of planning areas.*

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

**3. Organization Overview: History, programs & services offered, audiences served.**

Salt Lake City is one of only 30 Triple-A baseball cities in the nation, and the City-owned Smith's Ballpark is celebrating its 25th anniversary. The Larry H. Miller group has partnered with the City since 2003 as owners of the baseball franchise and have recently exercised the final five-year extension on their lease agreement. Although the Salt Lake Bees primarily occupy the ballpark, the site has also been the host of University of Utah baseball, Major League Baseball exhibition games, soccer tournaments, and concerts. The Ballpark serves as a microcosm of our city as this great open space is integrated into the urban environment that includes single family homes, apartments, transit, restaurants, and businesses. The ballpark is a unique neighborhood anchor in addition to being a regional destination.

Since its opening in 1994, over 13 million fans have attended a Triple-A Minor League baseball game. Also during this period, the stadium has been home to an average of 20 University of Utah games each year, and with their membership in the PAC-12 Conference, many of their games are being televised on the PAC-12 Network. This association provides Smith's Ballpark, Salt Lake City, Salt Lake County, and the State of Utah great exposure on a national TV network.

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

This project is a complete replacement of the baseball playing surface. Specifically, the project would remove and replace all field components, including the existing root zone mix, pea stone layer, drainage, outfield fencing, and irrigation systems. This replacement would be a visible upgrade to the facility and remove player safety concerns that the Bees/Angels have expressed. The new surface would also address problematic drainage and rooting issues that are currently maintenance challenges.

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

For 25 years, Smith's Ballpark has maintained its status as a community asset, expanding its offerings in tandem with the growing neighborhood. The Ballpark is a beloved gathering site for recreational and cultural events, providing Salt Lake City residents and visitors with a venue to enjoy professional and collegiate sports games, concerts, and other community events. To this end, the Ballpark closely aligns with the County's Vision and Principles as not only one of the few professional sports arenas in the state, but it also serves the community as a recreational and convention facility that supports tourism and economic growth in the region. By enhancing the playability and appearance of the playing field, the Bees will continue to be able to accommodate the best prospects in minor league baseball, as well as attract fans to see the "pinnacle" of the stadium, which is the beauty of the field itself.

The Tourism, Recreation, Cultural, and Convention Facilities is derived from Title 59, Chapter 12, § 301 and §§ 601-603 of the Utah Code. Salt Lake County has imposed the TRCC Tax as outlined in Title 3, Chapter 3.10 of the Salt Lake County Code of Ordinances, pursuant to and in accordance with the provisions of the Utah Code. Salt Lake City is eligible to receive these funds as a local government that owns a convention facility in Salt Lake County that is accessible by public spectators. The partnership with the Salt Lake Bees has been instrumental in the operation of the Ballpark, and they fully comply with all laws and ordinances that regulate their business activities.

#### **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.*

The Convention Facilities Support Program section of the TRCC program guidelines and policies specifically lists sports arenas as venues eligible for funding. As such, we seek approximately \$985,000 in TRCC funds for the playing field replacement, which has an estimated cost of \$1.2 million. The remaining and matching cost for this project will come through a combination of available dedicated revenue sources from the Bees Ballpark operations. Salt Lake City can make a compelling case that Smith's Ballpark is an economic engine and destination facility that merits investment. In addition to several letters of support from community organizations, included is a heat map demonstrating the regional and national patronage of the Ballpark during the 2018 season.

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

The Salt Lake Bees consistently average around 7,000 people in attendance for each home game at the Ballpark. The seating capacity is 15,400, making it the largest in the Pacific Coast League (PCL). Holidays and promotional nights, including post-game fireworks, often draw more than 10,000 spectators.

During the entirety of the 1994 season, the Bees (named the Salt Lake Buzz at the time) set a Pacific Coast League attendance record with 713,224 fans. The team led the Pacific Coast League in attendance in each of its first six seasons in Salt Lake. The largest crowd at the ballpark is 16,531 which occurred on July 22, 2000.

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

Utah's capital city has a historical bond with baseball. Starting in the late 1800s with the Deserets, through the decades of teams that include the Gulls, Trappers, and Stingers, baseball and Salt Lake City have been linked in this great American pastime.

Salt Lake City's mission is to provide "A Thriving City of Opportunity for Everyone." The Ballpark facility provides wholesome recreational and entertainment for the community while showcasing the game of baseball. Smith's Ballpark gives visitors and residents from surrounding areas the opportunity to attend high-level professional baseball games without the need to travel extended distances, and thus increases the attractiveness of Salt Lake City as a place in which to reside, work, and conduct business.

The Salt Lake City Department of Public Services provides essential municipal services and vibrant green spaces for the community. The Ballpark serves as a microcosm of the community as this great open space is integrated into the urban environment that includes single family homes, apartments, transit, restaurants, and businesses. The Ballpark is a unique neighborhood anchor in addition to being a regional destination.

Salt Lake City values its role in maintaining the Ballpark as a safe and vibrant space for residents and visitors to enjoy. Individuals and families across the region have a special connection to the Ballpark and often recount their first visit. Salt Lake City is grateful to have partnerships that are looking forward to the next 25 years of baseball at Smith's Ballpark.

The field replacement project is an integral part of the Salt Lake Bees mission because the product of the Ballpark is, quite simply, professional baseball at its very best and it's the core of their business. The safety and playability of our field is vital for all of the players who participate in the games and the aesthetic look to the field is the centerpiece for our fans to enjoy.

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

Existing project funding and matching costs have been pledged through a combination of available dedicated revenue sources from the Salt Lake Bees ballpark operations. These include existing contractual naming rights and sub-lease agreements.

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

In addition to the available dedicated revenue sources from the Salt Lake Bees Ballpark operations, Salt Lake City and Redevelopment Agency of Salt Lake City are exploring best possible funding options for future phases of the Ballpark face-lift and could include sources from Salt Lake City's general fund, capital improvement program, or bonds.

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

Both Salt Lake City and the Salt Lake Bees see the field replacement as the first step in a multi-year and multi-phase stadium face-lift that will make the ballpark viable for the next generation of players and spectators. Field replacement will allow Salt Lake City to focus on the ongoing capital renewal schedule for the facility and allow the Bees to make improvements and investments of revenues received to enhance the fan experience and overall entertainment value of the Ballpark.

Professional sports is a highly competitive market and the field replacement project will help the Salt Lake Bees franchise remain competitive not only with other sports markets, but with their attractiveness as an affiliate with the Los Angeles Angels.

Visit Salt Lake estimates that Salt Lake County receives approximately \$21 million in direct impact over the course of a season, consisting of 70 games played at Smith's Ballpark. The event impact calculations are provided through a methodology used by most US cities and are endorsed by the National Association of Sports Commissions.

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

- ☐ Consulting
- ☒ Capital
- ☐ Other:

**Consulting Applicants**

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**13. Type of consulting services**

Not applicable.

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

Not applicable.

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

Not applicable.

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

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

Not applicable.

**Capital Applicants**

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

Smith's Ballpark is located at 77 West 1300 South in Salt Lake City and is one block east of the TRAX light-rail Ballpark station.

**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).*

Smith's Ballpark is owned by Salt Lake City and has a lease agreement with the Salt Lake Bees to operate the franchise of the Pacific Coast League. The Salt Lake Bees own the exclusive right to arrange and control Triple-A baseball in the Salt Lake City area. Salt Lake City leases Smith's Ballpark to the Salt Lake Bees for the purposes of baseball operations and to improve and promote tourism and enhance the tax base of the city, county, and the State of Utah.

Lease is attached.

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

The majority of the project, including the removal and replacement of the existing field, would take place between September 2020 and December 2020. This is considered "off-season" for Bees Baseball operations.

**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 majority of the Department of Public Services' Facilities Division operating budget is used to address ongoing and preventative maintenance tasks for each of the buildings/facilities owned by Salt Lake City. Completing such maintenance drastically helps ensure assets are in good working condition and prevents accelerated deterioration of assets, thus lessening the need for repair and replacement. Funds from this budget would continue to be put towards the Ballpark's capital maintenance. The Salt Lake Bees budget and expend approximately \$400,000 towards the operation and maintenance of Smith's Ballpark annually. Additionally, the Facilities Division receives Capital Asset Project (CAP) and Capital Improvement Project (CIP) funds through Salt Lake City. These funds are used for projects that require significant monetary investments.

Every single asset within every City-owned Facility can be found within Cognos - an online, real-time data tracking system that helps with asset management. This tool provides information on current and future capital asset needs and actionable plan for replacement. Assets are organized into priorities based on their risk to building and human health, priority 1 being the most important to quickly replace, priority 8 being the least. Within each priority is a list of assets and their location, a brief description, the date it needs to be replaced, and that years cost of replacement. After compiling this information, a 10-year Facilities Maintenance Plan (FMP) was created to keep assets on a sustainable replacement schedule. Funds for the FMP work to address priority 1 asset replacement first, then priority 2, and so on.

Looking directly at Smith's Ballpark, some vital assets that need to be replaced include the Fire Sprinkler System and Fire Sprinkler Alarm (Priority 1), a concrete repair (Priority 2), the hot water pump and coil (Priority 3), etc. With full FMP funding, approximately one million dollars would be directed towards Ballpark maintenance over the next 10 years.

Salt Lake City and the Salt Lake Bees are exploring other Public-Private partnership opportunities that will direct revenues to the ongoing maintenance of the Ballpark.

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

Key Personnel of the Smith's Ballpark Field Replacement Project:

Brian Soukup of the Salt Lake Bees Baseball has been head groundskeeper at Smith's Ballpark since 2012 and has been in Minor League Baseball grounds keeping operations for a total of 13 seasons. Brian is also a member of the Sports Turf Managers Association, which provides ongoing training and support.

Jim Cleland, Salt Lake City Facilities Division Director, coordinates large projects to accommodate the heavy usage of the Ballpark. In 2018 Jim managed the installation of the new LED lighting system at Smith's Ballpark that enhanced the viewing experience for both players and fans. This upgrade reduced energy consumption and reduced maintenance costs.

Marc Amicone is the General Manager of the Salt Lake Bees and an executive with the Larry H. Miller Sports & Entertainment Group. In 2018, Marc negotiated an extension with Major League Baseball's Los Angeles Angels to continue their affiliation and partnership with the Salt Lake Bees.

Turf & Soil Diagnostics have over 40 years of laboratory experience in testing soils, growing media, sand aggregates, and amendments. They specialize in subgrade and root-zone evaluations. They have performed testing and consulting on thousands of golf courses, athletic fields, and landscapes throughout the world.

Mike Boekholder of Boekholder & Associates has worked as the Philadelphia Phillies head groundskeeper for over 15 years. He is a certified nutrient management consultant and provides sod-growth oversight for several sports arenas nationwide.

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

Please upload above mentioned architectural documents (document tab).

The original construction cost was approximately \$23 million and the General Contractor was Sahara Construction. Architectural information is attached.

**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).

In preparation for this priority project the Salt Lake Bees and Salt Lake City have conducted extensive diagnostic testing of the existing playing surface. These tests bored several cores from the field to analyze the composition and root structure of the playing surface. Additionally, an Athletic Field Consultant has been advising and providing cost estimates for the project. Summaries of these works are attached.

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

**Project Budget**

Line Descriptions	Capital	Consulting Other Detail
Total Project Budget	\$1,270,000	Complete replacement of the baseball playing surface. Specifically, the project would remove and replace all field components, including the existing root zone mix, pea stone layer, drainage, and irrigation systems, outfield fencing. This replacement would be a visible upgrade to the facility and remove player safety concerns and enhance the overall experience of the Ballpark.
Funding Currently in Place	\$285,000	Existing project funding and matching costs have been pledged through a combination of available dedicated revenue sources from the Salt Lake Bees ballpark operations. These include existing contractual naming rights and sub-lease agreements.
County Funding Requested	\$985,000	The Convention Facilities Support Program section of the TRCC program guidelines and policies specifically lists sports arenas as venues eligible for funding. As such, Salt Lake City seeks approximately \$985,000 in TRCC funds for the playing field replacement.

**Project Financial Information Detail**

Financial Detail	Capital	Consulting	Other Detail
Cash On-hand	\$0	\$0	\$0
Pledges - Unrestricted	\$0	\$0	\$0
Pledges - Restricted	\$0	\$0	\$0
Pledges - Pending or Projected	\$285,000	\$0	\$0
In-Kind Donations	\$0	\$0	\$0
General Obligation Debt	\$0	\$0	\$0
Bond Issue	\$0	\$0	\$0
Capital Reserve	\$0	\$0	\$0
			Existing project funding and matching costs have been pledged through a combination of available dedicated revenue sources from the Salt Lake Bees ballpark operations. These include existing contractual naming rights and sub-lease agreements.

**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 \*



[Sheraton Support](#)

[Granite School Support](#)

[Smith's Ballpark 25 Years SL Tribune](#)

[Smith Ballpark 2018 Attendees](#)

[UofU Support](#)

[PCL Support](#)

[MiLB Support](#)

[Angels Support](#)

[Lucky13 Support](#)

[SL Bees Lease](#)

[Salt Lake Bees Extension 2018](#)

[Smith's Ballpark](#)

[Original Field Site Plan](#)

[Diagnostic Test](#)

[Consulting Plan](#)



[SLC PS Budgets](#)

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

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**EXHIBIT B**  
**2020 TRCC Reimbursement Form**



## 2020 TRCC Reimbursement Form

Submittal Date:		<b>Guidelines:</b> * Supporting documentation required, invoices preferred * Sales orders accepted with proof of payment only * Quotes will not be accepted * Sales tax will not be reimbursed * Administrative overhead will not be reimbursed		
Contract Number:				
Organization Name:				
Project Name:				
Contact Name:				
Phone Number:				
E-Mail:				
Item #	Invoice Date	Vendor	Description	Amount
1				
2				
3				
4				
5				
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25				
			<b>Total Request for Reimbursement</b>	<b>\$ -</b>



**EXHIBIT C**  
**Disbursement of Funds Report**



## TRCC RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUNDS REPORT

NAME OF ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTRIBUTION AMOUNT: \_\_\_\_\_

1. PLEASE DESCRIBE HOW THE MONEY WAS SPENT AND WHAT OTHER CONTRIBUTIONS WERE MADE TO YOUR PROGRAM:

2. PLEASE ATTACH A DETAILED PROJECT EXPENSE SUMMARY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. SIGNATURE: \_\_\_\_\_