

**TRANSPORTATION AGREEMENT**

*between*

**SALT LAKE COUNTY**

*and*

**TRAILS UTAH**

This Transportation 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 **TRAILS UTAH**, a Utah Non-profit entity (the “Recipient”). The County and the Recipient may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. 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.

B. 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.

C. 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.

D. The County intends to transfer funds to be used towards the Hardlick Downhill Trails Project (“Project”) as described herein and the attached Exhibit A.

E. The County and the Recipient now desire to enter into this Agreement providing for the transfer of Twenty-Six Thousand One-Hundred and Eight Dollars and Sixty Cents (\$26,108.60) of Regional Transportation Choice Funds (4<sup>th</sup> Quarter) to fund the capital costs for the Project, consistent with Utah Code Ann. § 59-12-2212.2(1)(a)(viii).

**AGREEMENT:**

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 Twenty-Six Thousand One-Hundred and Eight Dollars and Sixty Cents (\$26,108.60) of Regional Transportation Funds ("Funds") to the Recipient from the Salt Lake County Regional Transportation Choice Fund, all on the terms and subject to the conditions of this Agreement.

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

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

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the Recipient by the County under this Agreement will be used by the Recipient: (1) solely to reimburse the Recipient for costs actually incurred by the Recipient 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 Recipient, the Recipient 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 Recipient 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 Recipient has been disbursed, in aggregate, the Maximum Reimbursable Amount for each Project, (ii) the date this Agreement is terminated, or (iii) June 30, 2023, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the Recipient setting forth the Recipient's justification for such an extension.
- (l) Request for Disbursement: A statement from the Recipient, in the form attached hereto as **Exhibit C**, requesting an amount of Transportation Funds to be disbursed to the Recipient 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 Recipient 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 Recipient 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 Recipient for which the Recipient is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The Recipient 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 Recipient.

(c) Reimbursable Project Costs Paid by the Recipient. The Reimbursable Project Costs included in the Request for Disbursement have been paid by the Recipient.

(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 Recipient in this Agreement have remained true and correct and all warranties and representations made by the Recipient 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 Recipient shall submit a Request for Disbursement directly to the County. The Recipient 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 Recipient promptly and shall provide a written explanation of the specific reasons for such decision. The Recipient 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 Recipient the amount of Transportation Funds requested by the Recipient 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 Recipient has not complied with all terms and conditions set forth in this Agreement or determines that the Recipient'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 Recipient has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the Recipient for Reimbursable Project Costs to the extent such costs have been funded with non-Recipient 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 Recipient, either disburse to the Recipient the amount requested by the Recipient or provide a written notice to the Recipient 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 Recipient 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 Recipient, 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 Recipient 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 Recipient to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the Recipient's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the Recipient acknowledges and agrees that the County's review and approval of the Recipient'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 Recipient 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 Recipient 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. The County is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). The County does not waive any defenses or limits of liability available under the Immunity

Act and other applicable law. The County maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The Recipient 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 Recipient's breach of this Agreement; (ii) any acts or omissions of or by the Recipient, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) any improper use of the Funds. The Recipient 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 Recipient further agrees that the Recipient's indemnification obligations in this Section 4.1 will survive the expiration or termination of this Agreement.

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

4.3. Assignment and Transfer of Funds. The Recipient 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 Recipient 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. Recipient 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 Recipient to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the Recipient 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 Recipient 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 Recipient; and/or
- (b) Reduce the amount of any future disbursement of Funds to the Recipient by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

## **ARTICLE 6 -- MISCELLANEOUS**

6.1. Use of Funds. The Recipient agrees to use the funding consistent with the provisions of state and federal law as well as all relevant County ordinances and policies and procedures.

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 Recipient, including the adoption of any necessary resolutions or ordinances by the County and the Recipient authorizing the execution of this Agreement by the appropriate person or persons for the County and the Recipient, 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, and (d) the filing of a copy of this Agreement with the keeper of records for the County. 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 Recipient 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 Recipient 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 Recipient under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Funds to the Recipient in succeeding fiscal years. The County's obligation to contribute Funds to the Recipient 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 Recipient, 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 Recipient of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the Recipient 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 Recipient 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 Recipient 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 Recipient.

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 Recipient 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 Recipient's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the Recipient. 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 Recipient 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 Recipient 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]*

**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: 2020.11.24 11:48:52  
-07'00'  
\_\_\_\_\_  
Ryan Perry

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

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

By **Jason S. Rose** Digitally signed by Jason S. Rose  
Date: 2020.11.20 14:16:43 -07'00'  
\_\_\_\_\_  
Senior Attorney

**AGREEMENT – SIGNATURE PAGE FOR Recipient**

**TRAILS UTAH**

By \_\_\_\_\_

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

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

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

# **EXHIBIT A**

Project Description (Application)



# TRCC APPLICATION

## ORGANIZATIONAL INFORMATION

Date: 08/31/2018

Please include employee org chart, list of board members, and copy of annual budget with application. Applications are due by August 31, 2018. Please submit completed applications to Brad Kendrick at bkendrick@slco.org

Organization:	Trails Utah		
Contact Name:	Sarah Bennett		
Street Address:	P.O. Box		
City:	Salt Lake City	State:	UT
Website:	www.trailsutah.org		
Phone Number:	801-550-0676	Email:	sarah@trailsutah.org
Total # of Staff:	2	Number of Annual Volunteers:	85
Total Organization Budget:	\$ 190,000		
Is your organization a government entity:		Is your organization nonprofit or tax-exempt:	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

### Organizational Mission Statement:

TRAILS UTAH is dedicated to trail advocacy, planning, and construction in needed areas throughout the state. Our goal is to enhance the quality of life for the citizens of Utah by facilitating improved access to fun, sustainable trails that encourage healthy lifestyles and protect our natural resources.

### Description of Organization:

TRAILS UTAH is a 501-(c)3 non-profit organization that partners with trail user groups, land managers, and governmental entities to facilitate all aspects of recreational trail development. We use progressive trail design and building techniques to create sustainable, low-maintenance trails that connect people and communities to the outdoors. We advocate for more trail planning and funding throughout the state and seek to educate the public about the benefits of trail based recreation. We promote Utah's trails and spectacular landscapes in an effort to grow recreation tourism and invigorate local economies.

### Population Served: (Include demographics, i.e. age, race, ethnicity, income levels, etc...)

Herriman City has a diverse population of all incomes, races, and ethnicities. As one of the last areas in the valley to be developed, affordable housing options are available and attract young families and a broad diversity of newcomers to the state. The broader trail-using community of Salt Lake County will enthusiastically embrace these trails as there is a pent up demand for more access to trail for hikers, runners, and mountain bikers of all kinds.

### Geographic Area Served:

Herriman City is a small bedroom community in the southwest corner of the valley surrounded by the Oquirrh Mountains and the Herriman Hills. Because the vast majority of the Oquirrh Mountains and Herriman Hills are privately owned, there is a limited amount of public open space in the mountains. Through the Army Compatible Use Buffer (ACUB) Grant, Herriman City was able to purchase 1200 acres of land for public use. Our intent is to build trails on this land for the use of Herriman's diverse population and the surrounding Salt Lake County communities.





# TRCC APPLICATION

## PROPOSAL REQUEST

Project Name:	Hardlick Downhill Trails		
Type of Request:	Cash		
Requested Amount:	\$ 60,000	Project Budget:	\$ 95,000
		Percent:	64
Can funding for this project be paid in installments over multiple years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, number of years: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3			
Is the request for repetitive funding for multiple years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, number of years: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3			

### Request Description (indicate how your request fits within the TRCC parameters):

Trails Utah, in cooperation with the Herriman Hills Trails Alliance and Herriman City, is requesting the TRCC to help fund a gravity-driven trail system in the Hardlick Bowl area of the Herriman Hills. Herriman City recently spent over \$60,000 to build an access trail to this canyon that will serve as the main trail artery. We are now asking the TRCC to help pay for more shared-use climbing and downhill only mountain bike trails. These trails are needed to accommodate the exploding interest in all kinds of trail-use and minimize conflict between different user groups. Downhill or gravity-driven trails are especially needed to serve this very popular form of mountain biking that does not mix well with other types of trail users. These trails will help use this form of intensive trail use away from sensitive areas of the Wasatch and put them in an area where they can be sustainably built and better managed.

### Description of Community Benefits:

The southwest sector of Salt Lake County desperately needs more access to public open space. Putting trails in the Herriman Hills suddenly opens up new daily exercise opportunities for the people of Herriman and the surrounding communities. The High School Mountain Biking teams and Cross Country teams will have more places to practice. With the amount of land that Herriman City has recently acquired, new trails would create a significant increase in tourism and out-of-town visitation. A vast trails system could be an asset to local businesses and the entire Herriman economy.

### For Capital Projects describe how the ongoing Operational and Maintenance Expenses will be funded:

Once new trails are built, Herriman City will oversee the maintenance of the trails through their Parks and Recreation budget. Trails will also be maintained through the volunteer efforts of the Herriman Hills Trails Alliance. Herriman City recently took a survey which showed a large majority of the citizens wanting more trails, and willing to increase taxes in order to maintain them.

### Other Committed Funding Sources:

Contributor:	Herriman Hills Trails Alliance Volunteer labor events	Amount:	\$ 30,000
Contributor:	Herriman City land acquisition--175 acres @ \$9000/acre	Amount:	\$ 1,575,000
Contributor:	Trails Utah donated development and facilitation time	Amount:	\$ 4,550
Contributor:		Amount:	





Advisory Board  
Tourism, Recreation, Cultural & Convention Facilities Fund  
Salt Lake County

August 31, 2018

Dear Advisory Board Members,

Please find here a TRCC application **requesting funds in the amount of \$60,000 for development of a pocket system of gravity trails in the Herriman Hills area** in southwest Salt Lake County, called the **Hardlick Downhill Trails**. Herriman City and surrounding communities comprise one of the fastest growing areas in the state. Located between the epicenter of high-tech development in Utah County and bustling downtown Salt Lake City, Herriman is exploding with young families from both in-state and out-of-state who are positioning themselves to take advantage of the stellar economic and recreational opportunities here in Salt Lake County.

Over the last several years Herriman City has taken advantage of Camp Williams' need to create a buffer around their base where they frequently conduct drills and target practice with live munitions. Through the Army Compatible Use Buffer (ACUB) Grant program, Herriman has received federal funds allowing them to acquire open space in the sprawling foothills between city limits and the boundary of Camp Williams. Aware of the young, active age demographic of their growing population Herriman is seeking to create an expansive trail system that can serve a wide variety of ages, abilities, and trail user types and make their city a haven for smart, energetic and active residents.

Downhill, or gravity-fed mountain biking is an increasingly popular type of mountain biking that is best experienced on trails designed for maximum fun at higher speeds. The very best, comprehensively planned and designed trail systems include gravity trails that can entertain dedicated mountain bikers with a thirst for thrills. Downhill biking trails often include features such as built up berms for swooping turns, jumps, rollers, balance beams, and many other elements designed to test a rider's skill and daring. The very best downhill trail systems are graded much like ski runs, where blue is easy, green is a little more challenging, and black diamonds delight highly experienced riders.

Herriman City, and the recently established Herriman Hills Trails Association, now a partner of Trails Utah, sees the opportunities for creating a world-class trails system in Salt Lake County and we would like to help them do it. Together Herriman City, their Parks & Recreation Department, and organized and energetic trail enthusiasts from their community have already constructed more than six-miles of shared-use trails and surveyed residents recently indicated they want more.

Kids (both young and old) need trails, including those that like to race on cross-country style trails and those that like to hone their skills on downhill trails. The Herriman foothills are an outstanding place to develop a trail system that can include planned and properly constructed downhill trails, like those that are planned for the **Hardlick Downhill Trail area**.

It is important to note that there are virtually NO planned, legally built downhill trails in Salt Lake County at this time. The excitement that comes with downhill mountain biking, the investment riders make in their bikes, which often cost as much as a motorcycle, often results in pirate trails that are illegally built on public and sometimes private land. These trails cause enormous damage to soils, vegetation, and result in nasty erosional scars. Locating gravity-fed trails in areas that are sanctioned for that type of use and maintained to standards that ensure safety and enjoyment of users is the very best way to protect sensitive alpine and watershed areas in the Central Wasatch.

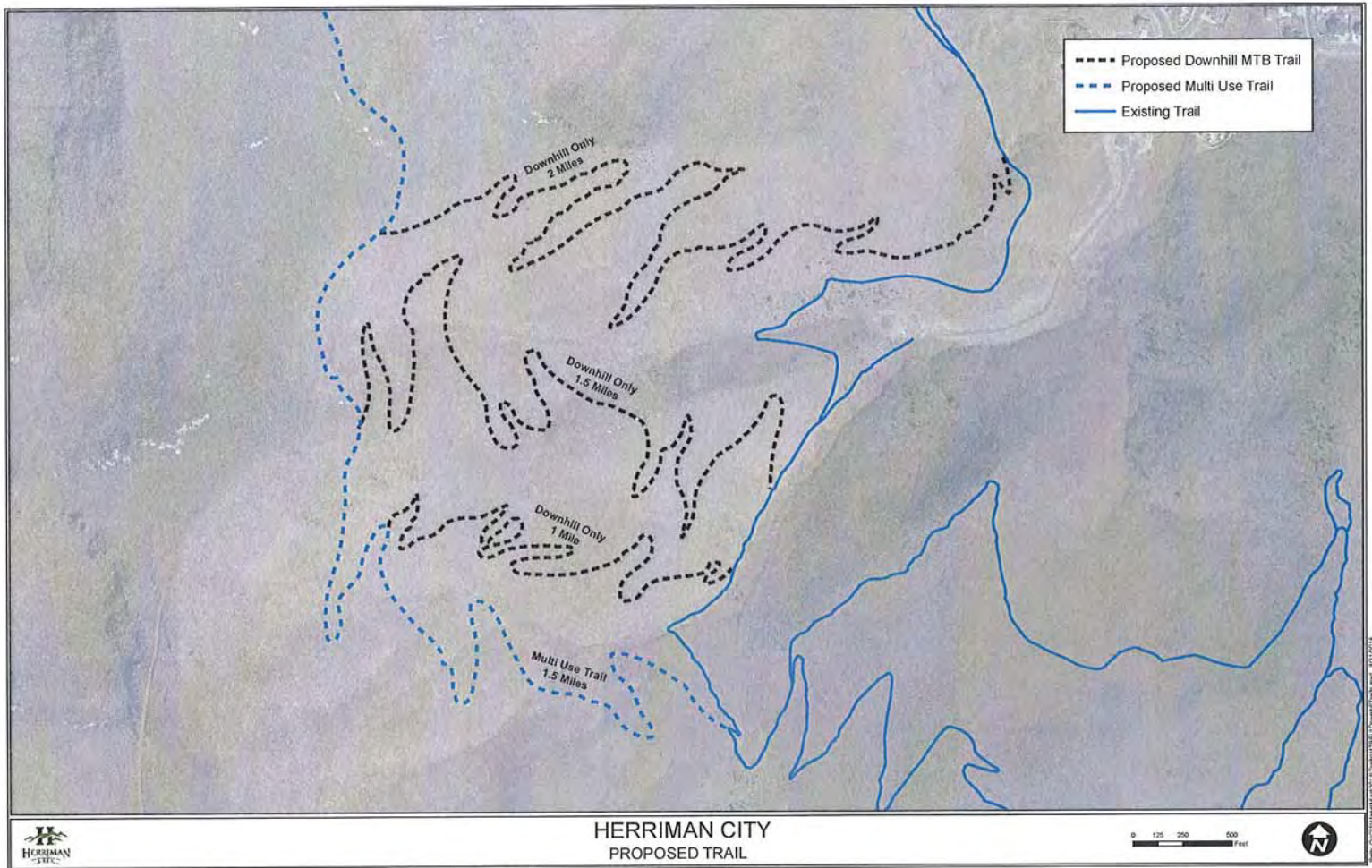
The **Hardlick Downhill Trail Area** is a fantastic opportunity to invest in making the Herriman Hills trail system one of the best in the state. Given the location and lower altitude, this trail system will undoubtedly become a draw for hikers, runners, and mountain bikers from near and far who are seeking a new and rewarding trail experience. Trails Utah is committed to seeing this growing trail system and young, outdoor-loving community realize a truly great vision for their city and our County. I hope you can help.

Thank you for your time and consideration.

Respectfully,

Sarah L. Bennett  
Executive Director, Trails Utah







# Untitled Map

Hardlick Bowl. Downhill only trails.

## Legend

- 0
- 0
- 0.606774704749 Miles
- 1
- 1.17291979872 Miles
- 1.62985636148 Miles
- 2.53937440362 Miles
- Feature 1
- Hardlick Bowl
- Sidewinder
- South Mountain





# Hardlick DH trails

Hardlick Bowl, Downhill only trails.

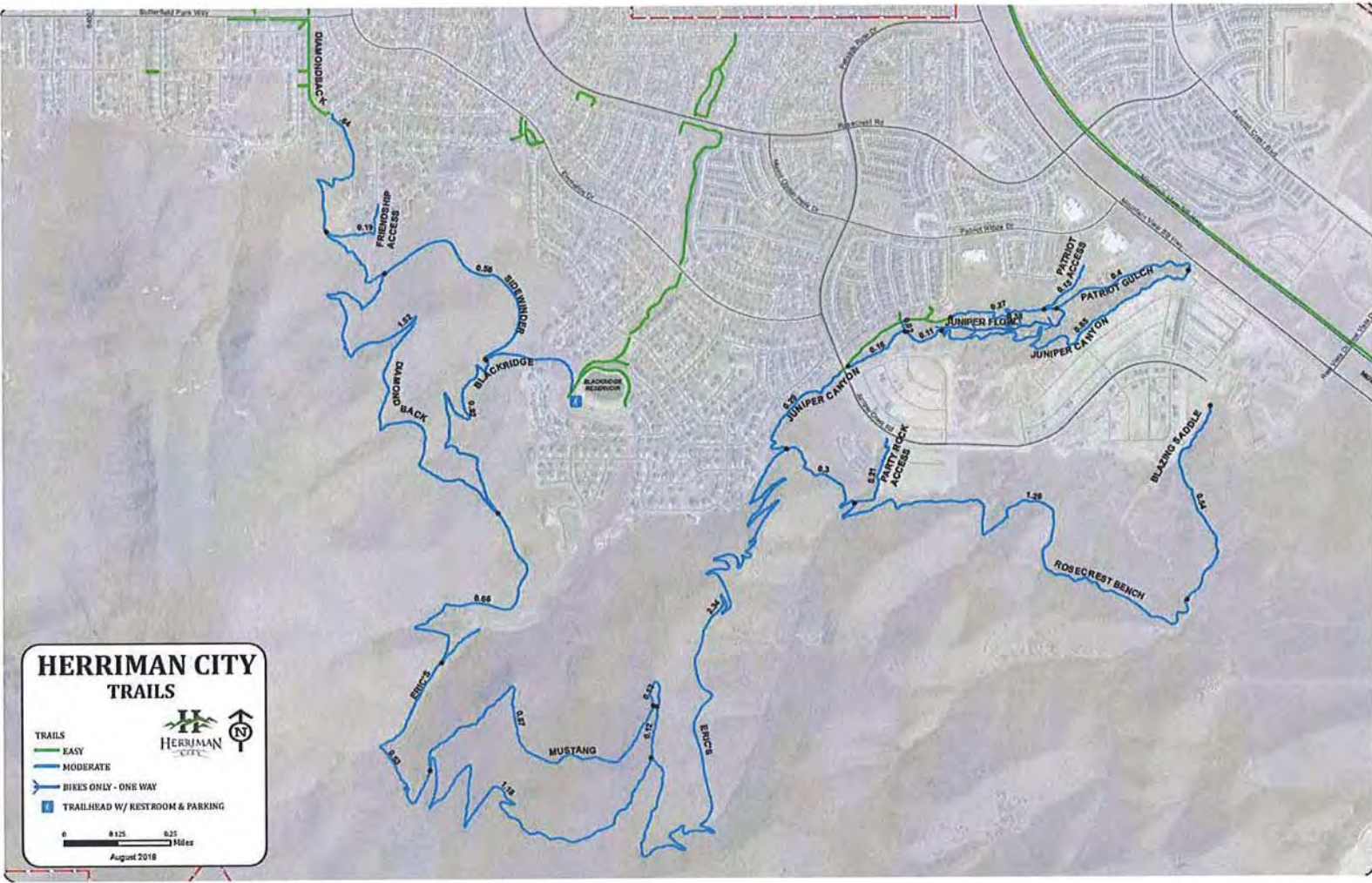
## Legend

- 0
- 0
- 0.808774704749 Miles
- 1
- 1.17291979872 Miles
- 1.62995636148 Miles
- 2.53937440362 Miles
- Feature 1
- Hardlick Bowl
- Sidewinder
- South Mountain

Google Earth

1000 ft



















Trails Utah

## BOARD of DIRECTORS & STAFF—2017

### BOARD OF DIRECTORS

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435-640-8472



11:51 AM  
01/29/18  
Accrual Basis

# Trails Utah Profit & Loss December 2017

	Dec 17	Jan - Dec 17	% of Income
Ordinary Income/Expense			
Income			
4100 · Contribution Income			
4110 · Support Contributions-General	250.00	5,050.53	100.0%
4180 · Live Utah Give Utah	0.00	981.68	0.0%
Total 4100 · Contribution Income	250.00	6,032.21	100.0%
4200 · Municipal & Governmental Grants	0.00	56,922.63	0.0%
Total Income	250.00	62,954.84	100.0%
Cost of Goods Sold			
5400 · Merchandise Costs	1,341.50	1,341.50	536.6%
5600 · Trail Expenses			
5610 · Trail Construction	0.00	123,260.00	0.0%
Total 5600 · Trail Expenses	0.00	123,260.00	0.0%
Total COGS	1,341.50	124,601.50	536.6%
Gross Profit	-1,091.50	-61,646.66	-436.6%
Expense			
6080 · Bank Charges	0.00	51.00	0.0%
6084 · Business Tax & License	0.00	95.00	0.0%
6092 · Contract Labor			
6094 · Operations & Admin	0.00	6,856.90	0.0%
Total 6092 · Contract Labor	0.00	6,856.90	0.0%
6130 · Dues & Memberships	0.00	157.50	0.0%
6180 · Insurance Expenses			
6184 · Property & Liability	0.00	1,038.00	0.0%
Total 6180 · Insurance Expenses	0.00	1,038.00	0.0%
6230 · Meals & Staff Meetings	0.00	108.32	0.0%
6240 · Merchant Account Fees	8.15	120.89	3.3%
6250 · Postage and Delivery	0.00	90.00	0.0%
6320 · Office Supplies & Expenses	0.00	92.39	0.0%
6440 · Professional Fees			
6444 · Accounting & Tax Prep	385.00	2,145.00	154.0%
6556 · Consulting & Engineering	0.00	8,742.50	0.0%
Total 6440 · Professional Fees	385.00	10,887.50	154.0%
6660 · Trade Shows & Training Expense	0.00	140.00	0.0%
6850 · Website Expense			
6870 · Website and Digital Media	0.00	512.88	0.0%
Total 6850 · Website Expense	0.00	512.88	0.0%
Total Expense	393.15	20,150.38	157.3%
Net Ordinary Income	-1,484.65	-81,797.04	-593.9%
Other Income/Expense			
Other Income			
7000 · Interest Income	2.80	94.90	1.1%
Total Other Income	2.80	94.90	1.1%
Net Other Income	2.80	94.90	1.1%
Net Income	-1,481.85	-81,702.14	-592.7%



August 31, 2018

Tourism, Recreation, Cultural & Convention Advisory Board (TRCC)  
Salt Lake County Mayor's Office  
2001 S. State Street #N2-100  
Salt Lake City, Utah 84114

To Whom It May Concern:

Herriman City Council and City Staff recognize the importance of outdoor recreation opportunities for the health and wellness of Herriman City residents. The City, in coordination with Camp Williams, has proactively procured nearly 1,800 acres, known as the Herriman Hills, to preserve for a variety of outdoor recreation opportunities. The City is supportive of the design and build of an expansive non-motorized trail system located in the Herriman Hills for the benefit of Herriman City Residents and guests.

The Herriman Hills Trails Committee has been instrumental in providing trail alignment advice, making recommendations, coordinating volunteers and organizing events for our trail system. Herriman City supports the vision of the Herriman Hills Trails Committee and will continue to work alongside them to design, construct and maintain unique outdoor recreation amenities.

Sincerely,

Wendy Thomas  
Director, Parks, Recreation & Events  
Herriman City





MTB Enthusiasts of Utah  
[facebook.com/MTBEU](https://facebook.com/MTBEU)

Herriman Trails Support

Date: August 30, 2018

TRCC Grant:

I am writing in support of the Trails Utah application for a grant to build trails in the Herriman area. As the Founder of MTB Enthusiasts of Utah, I recognize the value of safe, sustainable trails to the Herriman Community. We support the grant application for more mountain bike specific trails in the Herriman area.

MTB Enthusiasts of Utah pledges its support for this project and will be contributing volunteers to ensure that it is completed in a successful fashion. Thank you for your consideration and support of trails for the Valley's 1.1 mil people.

Thanks,

Landon Boogaard

MTB Enthusiasts of Utah

# **EXHIBIT B**

Certificate of Grant Recipient

### CERTIFICATE OF RECIPIENT

Under the terms of Utah Code 59-2-2212.2 and the Agreement (the “*Agreement*”) between the County and Trails Utah (the “*Recipient*”), the County has committed to provide up to Twenty-Six Thousand One-Hundred and Eight Dollars and Sixty Cents (\$26,108.60) 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, Trails Utah, 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: Trails Utah – Agreement for Transportation Funds

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Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (the “Agreement”) between Salt Lake County (the “County”) and Trails Utah (the “Recipient”). 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 Recipient 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 Recipient 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 Recipient 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 Recipient’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The Recipient 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 Recipient 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\_\_\_\_.

**TRAILS UTAH**

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

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

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

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

**SALT LAKE COUNTY**

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

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

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



**SCHEDULE 1**  
**Reimbursable Project Costs (RPC) Request for Disbursement**

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

Reimbursable Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by Recipient</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total RPC Request				\$ _____

This portion above is to be filled out by the Recipient.

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

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

\_\_\_\_\_  
Approving Signature by County

\_\_\_\_\_