



CITY COUNCIL TRANSMITTAL


Patrick Leary, Chief of Staff

Date Received: July 8, 2019
Date sent to Council: July 15, 2019

TO: Salt Lake City Council
Charlie Luke, Chair

DATE: July 8, 2019

FROM: Lisa Shaffer, Director, Department of Public Services 

SUBJECT: Interlocal Agreement with Salt Lake County for the allocation of Tourism, Recreation, Cultural and Convention (TRCC) funding.

STAFF CONTACTS: Corey Rushton, Administrative Services and Communications Manager,
corey.rushton@slcgov.com

DOCUMENT TYPE: Resolution

RECOMMENDATION: Adopt resolution supporting the Interlocal Agreement between Salt Lake City and Salt Lake County.

BUDGET IMPACT: Neutral, as TRCC revenue will equal expenditures (\$606,798).

BACKGROUND/DISCUSSION:

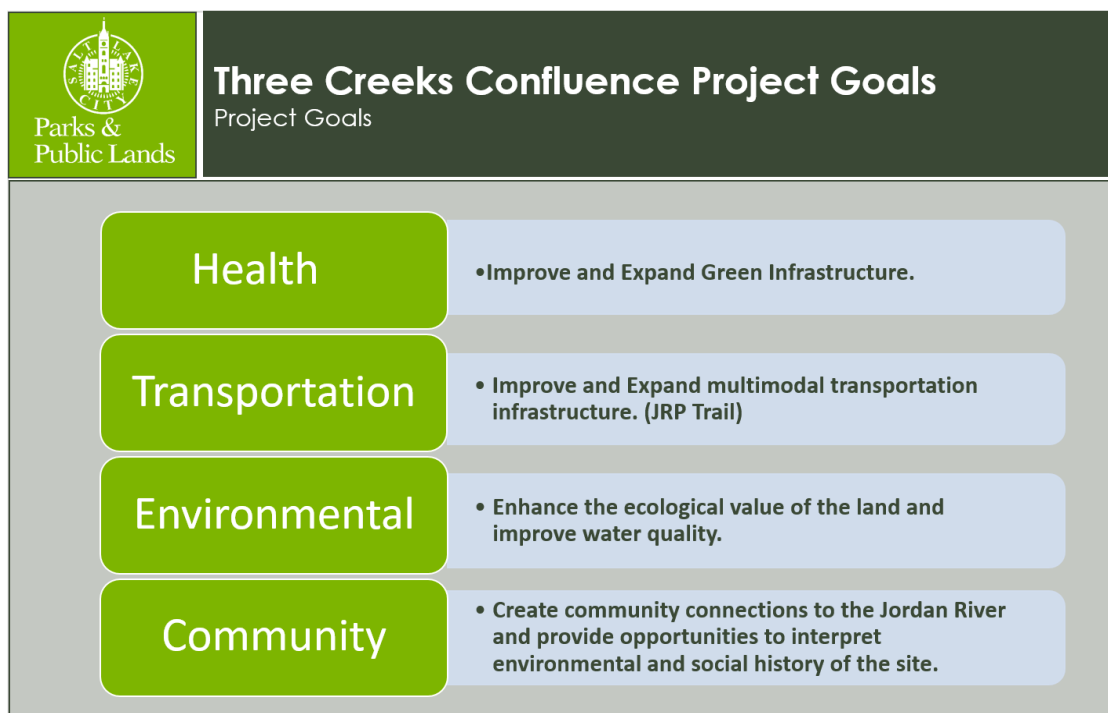
TRCC is an acronym for Tourism, Recreation, Cultural, and Convention Facilities. Utah Code sections and County ordinances authorize Salt Lake County to impose and collect tourism taxes and designate the purposes for which these tax revenues can be expended. The authority for imposing these taxes is derived from Title 59, Chapter 12, § 301 and §§ 601-603 of the Utah Code. Salt Lake County has imposed the TRCC Tax as set forth 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 County makes an investment in tourism through collecting taxes paid on leased vehicles (car rental tax), prepared food and beverages (restaurant tax), and short-term room rentals (transient room tax). A portion of tax revenues collected from these tourist-related businesses is directed to the TRCC Fund. Counties spend these taxes according to the Utah Code on tourism marketing, promotion, and infrastructure that benefits not only the tourist, but the community as a whole. The TRCC Tax is viewed as a reliable revenue-enhancement source for convention businesses, cultural venues, and recreation facilities throughout Salt Lake County.

Utah State law requires counties that receive revenues levied by the Utah State Tax Commission and deposited into the TRCC Fund to create an advisory board to advise the Salt Lake County Council on disbursement of those funds. This TRCC advisory board is charged with advising the County Council regarding effective use of TRCC Fund revenues. Per County Ordinance the board is composed of five mayors from cities within Salt Lake County and four appointed citizens selected from both the incorporated and unincorporated areas of the County.

Through the Department of Public Services, Salt Lake City presented an application for Tourism Recreation Cultural and Convention (TRCC) funding in 2018. This request for funding focused on filling a funding gap in the base bid for phase one. Salt Lake City's TRCC application notes that the Three Creeks Confluence of Jordan River Reactivation & Riparian Restoration Project seeks to restore, highlight and reactivate a unique location along the Jordan River in Salt Lake City. The project site is located where three major tributaries (Red Butte Creek, Emigration Creek, and Parleys Creek) join the Jordan River. Once completed, the site will include amenities such as an overlook platform, plaza space, and a fishing pier. The full requested amount was recommended by the TRCC advisory board and approved by the Salt Lake County Council as a part of the County's 2019 budget. Salt Lake County is now prepared to make the funds available as part of this interlocal agreement that outlines the obligations and provisions associated with accepting these funds.

Table of projects goals funded by the TRCC request:



ATTACHMENTS:

A. RESOLUTION

B. CONTRACT

RESOLUTION

RESOLUTION _____ OF 2019

Authorizing approval of an Interlocal Cooperation Agreement between Salt Lake City Corporation and Salt Lake County regarding the allocation of TRCC funds to help fund the first phase of the Three Creeks Confluence project.

WHEREAS, Utah Code Title 11, Chapter 13 allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED, by the City Council of Salt Lake City, Utah as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND SALT LAKE COUNTY, EFFECTIVE ON THE DATE IT IS SIGNED BY ALL PARTIES, REGARDING THE ALLOCATION OF TRCC FUNDS TO HELP FUND THE FIRST PHASE OF THE THREE CREEKS CONFLUENCE PROJECT.

2. Jacqueline Biskupski, Mayor of Salt Lake City, Utah or her designee is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, her execution thereof to constitute conclusive evidence of such approval.

PASSED by the City Council of Salt Lake City this _____ day of _____, 2019.

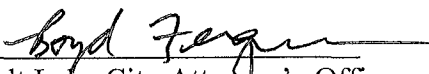
SALT LAKE CITY COUNCIL

CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:



Salt Lake City Attorney's Office
Boyd Ferguson

CONTRACT

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

SALT LAKE CITY CORPORATION

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 first phase of the Three Creeks Confluence Project. The County Council appropriated TRCC Funds for this purpose in the 2019 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 six hundred and six thousand seven hundred ninety-eight dollars (\$606,798.00) in 2019 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 one million two hundred and seventy thousand four hundred twenty-eight dollars (\$1,270,428.00) 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 October 31, 2019, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. City shall furnish to County, for each and every reimbursement request, the 2019 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 **October 31, 2019**. If City anticipates being unable to use the TRCC Funds before the October 31, 2019 deadline, City may make a request for an extension of time, no later than September 30, 2019. Requests for extension of time must be made in writing and directed to the County Community Services Department.

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 December 31, 2019.

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: _____, 2019

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Holly Yocom
Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By *Dianne R. Orcutt*
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

SALT LAKE CITY CORPORATION

By _____

Name: _____

Title: _____

Dated: _____, 2019

Attest:

_____, City Recorder
Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2019

EXHIBIT A
Salt Lake City's TRCC Application



TRCC APPLICATION

ORGANIZATIONAL INFORMATION

Date:

Please include employee org chart, list of board members, and copy of annual budget with application
Return completed application to Brad Kendrick at bkendrick@slco.org

Organization:

Contact Name:

Street Address:

City: State:

Website:

Phone Number: Email:

Total # of Staff: Number of Annual Volunteers:

Total Organization Budget:

Is your organization a government entity:
Yes No

Is your organization 501(c)(3) tax exempt:
Yes No

Organizational Mission Statement:

Description of Organization:

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

Geographic Area Served:



TRCC APPLICATION

PROPOSAL REQUEST

Project Name:

Type of Request:

Requested Amount: Project Budget: Percent:

Can funding for this project be paid in installments over multiple years? Yes No

If yes, number of years: 1 2 3

Is the request for repetitive funding for multiple years? Yes No

If yes, number of years: 1 2 3

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

Description of Community Benefits:

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

Other Committed Funding Sources:

Contributor: Amount:

Contributor: Amount:

Contributor: Amount:

Contributor: Amount:



Salt Lake City Council 2018

James Rogers, District 1, Salt Lake City Council | Affiliations: Local business man and entrepreneur; and Board of Directors, Redevelopment Agency of Salt Lake City.

Andrew Johnston, District 2, Salt Lake City Council | Affiliations: Licensed Clinical Social Worker, Avenues Psychiatry and Counseling Services; and Board of Directors, Redevelopment Agency of Salt Lake City.

Chris Wharton, District 3, Vice Chair, Salt Lake City Council | Affiliations: Attorney and Senior Partner, Wharton O'Brien Law Firm; and Board of Directors, Redevelopment Agency of Salt Lake City.

Derek Kitchen, District 4, Salt Lake City Council | Affiliations: Owner, Laziz; and Board of Directors, Redevelopment Agency of Salt Lake City.

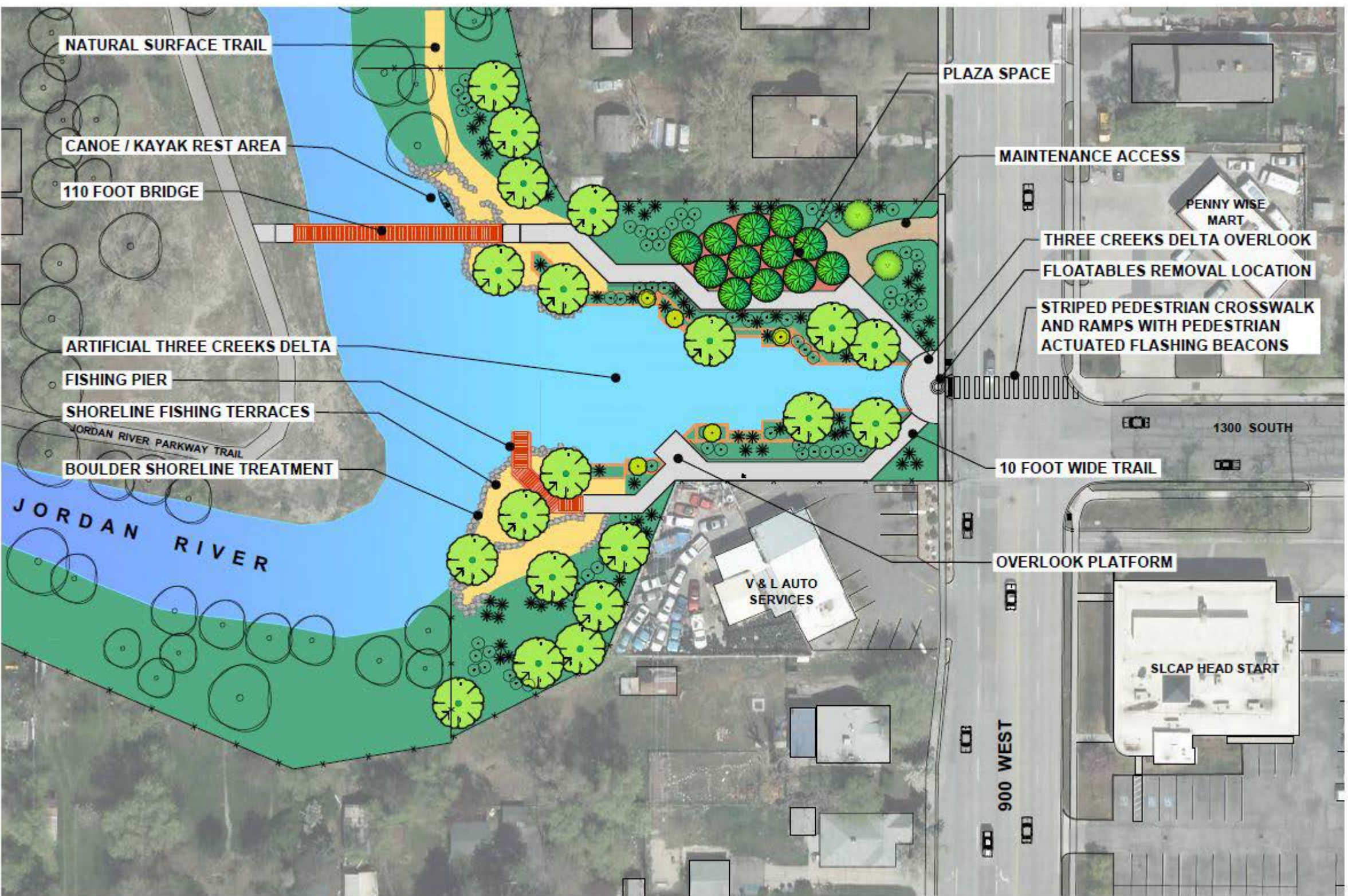
Erin Mendenhall, District 5, Chair, Salt Lake City Council | Affiliations: Board Member, Breathe Utah, Utah Air Quality Board, and Utah Quality Growth Commission; and Board of Directors, Redevelopment Agency of Salt Lake City.

Charlie Luke, District 6, Salt Lake City Council | Affiliations: President, Luke Strategies, Inc.; Executive Director, Utah Association of Community Services; United States Selective Service Board Member; Board Member, Bennion Center at the University of Utah; and Board of Directors, Redevelopment Agency of Salt Lake City.

Amy Fowler, District 7, Salt Lake City Council | Affiliations: Public Defender, Salt Lake Legal Defenders Association; Co-founder, LGBT and Allied Lawyers of Utah; and Board of Directors, Redevelopment Agency of Salt Lake City.

**THREE CREEKS CONFLUENCE OPEN SPACE:
REACTIVATION AND RIPARIAN RESTORATION PROJECT
PREFERRED DESIGN CONCEPT**

DATE: 11/09/2016



Three Creeks Confluence Open Space Reactivation and Riparian Restoration Project, Salt Lake City, Utah Construction Cost Estimate (Sept 2018)

	BASE BID DAYLIGHTING				
Bid Item	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10% Mobilization	1	Lump Sum	\$116,478	\$116,478
2	Construction Layout Survey	1	Lump Sum	\$20,000	\$20,000
3	Provide Quality Control Testing	1	Lump Sum	\$3,000	\$3,000
4	Create and Implement Storm Water Pollution Prevention Plan (SWPPP)	1	Lump Sum	\$10,000	\$10,000
5	Selective Site Demolition. Remove existing fencing, existing concrete wall, existing wood posts. Remove 860 sq.ft. of existing drive, curb and sidewalk, and 6200 sq. ft. of existing Asphalt Concrete. Remove approx. 10 trees.	30,000	Square Feet	\$1	\$30,000
6	Remove Concrete Box Culvert and 60-inch RCP Culvert	170	Linear Feet	\$200	\$34,000
7	Excavation (Cut) (2680 CY cut - 70 CY fill)	2,610	Cubic Yard	\$40	\$104,400
8	Cast-in-Place Concrete Retaining Wall	3,600	Square Feet	\$58	\$208,800
9	Retaining Wall Excavation	2,525	Linear Feet	\$12	\$30,300
10	Structural Fill - Granular Borrow	810	Cubic Yard	\$25	\$20,250
11	Striped Pedestrian Crosswalk	1	Lump Sum	\$500	\$500
12	Boulder Bankline	1,560	Linear Feet	\$200	\$312,000
13	Bio-Engineered Bankline	550	Linear Feet	\$50	\$27,500
14	Rock Substrate at Delta (Rounded Rock 2" - 6" Dia.)	300	Cubic Yard	\$120	\$36,000
15	Concrete Paving	2,640	SquareFeet	\$10	\$26,400
16	Limestone Crusher Fines Surface, 6" thick w/ 6" thick UTB	8,100	Square Feet	\$6	\$48,600
17	Decorative Metal Railing	450	Linear Feet	\$70	\$31,500
18	Decorative Metal Fence	520	Linear Feet	\$60	\$31,200
19	Irrigation System	1	Lump Sum	\$80,000	\$80,000
20	Bio-Native Sod	7,000	Square Feet	\$4	\$28,000
21	Wetland Sod	3,200	Square Feet	\$9	\$28,800
22	Shredded Bark Mulch	210	Cubic Yard	\$60	\$12,600
23	Shrubs: Containerized 5 gal	465	Each	\$45	\$20,925
24	Trees: 2 inch. Cal.	50	Each	\$400	\$20,000
	Base Bid Construction Costs:				\$1,281,252.50
	15% Contingency for Construction	1	Lump Sum	\$192,187.88	\$192,187.88
	Base Bid Grand Total:				\$1,473,440.38

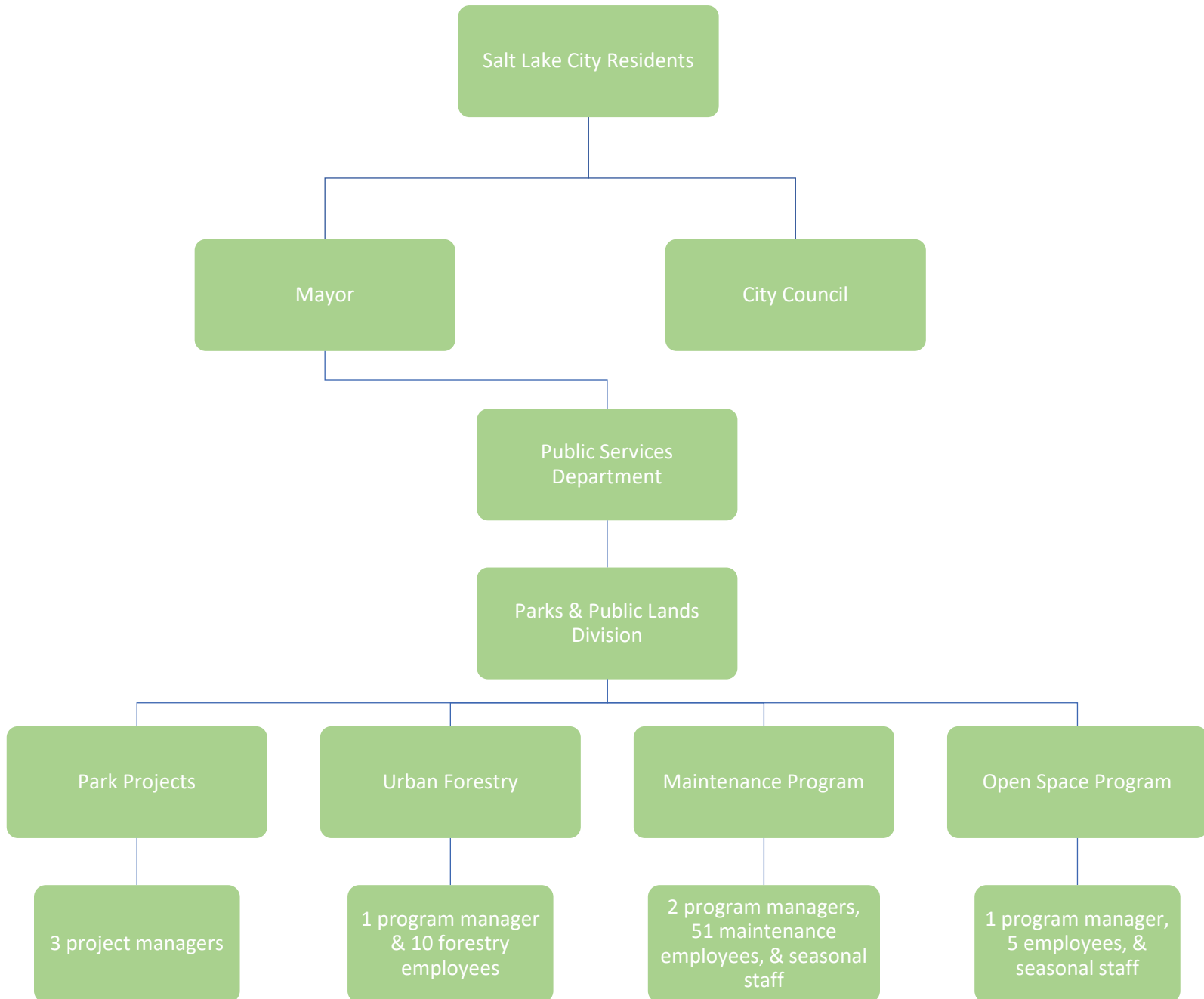
	ADD ALTERNATE #1 PEDESTRIAN CROSSWALK SYSTEM				
Bid Item	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10% Mobilization	1	Lump Sum	\$2,800	\$2,800
2	Pedestrian Access Ramp, concrete curb and gutter	2	Each	\$4,000	\$8,000
3	Pedestrian Actuated Signals	1	Lump Sum	\$20,000	\$20,000
	Pedestrian Crosswalk System Construction Costs:				\$30,800.00
	15% Contingency for Construction	1	Lump Sum	\$4,620.00	\$4,620.00
	Pedestrian Crosswalk System Grand Total:				\$35,420.00

	ADD ALTERNATE #2 PEDESTRIAN BRIDGE				
Bid Item	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10% Mobilization	1	Lump Sum	\$17,798	\$17,798
2	Structural Excavation-Bridge Abutments	82	Cubic Yard	\$12	\$984
3	Concrete Bridge Abutments	1	Lump Sum	\$10,000	\$10,000
4	Pre-Fabricated Steel Bridge (Bowstring Truss Bridge)	1	Lump Sum	\$142,000	\$142,000
5	Installation of Bridge	1	Lump Sum	\$25,000	\$25,000
	Pedestrian Bridge Construction Costs:				\$195,782.40
	15% Contingency for Construction	1	Lump Sum	\$29,367.36	\$29,367.36
	Pedestrian Bridge Grand Total:				\$225,149.76

	ADD ALTERNATE #3 PLAZA SPACE				
Bid Item	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10% Mobilization	1	Lump Sum	\$10,950	\$10,950
2	Trail Overlook	1	Lump Sum	\$10,000	\$10,000
3	Floatable Collection Device	1	Lump Sum	\$35,000	\$35,000
4	No Parking Sign	2	Each	\$1,000	\$2,000
5	Plaza Space: Permeable Paving and Raised Platform	2,700	Square Feet	\$20	\$54,000
6	Bike Rack	1	Each	\$500	\$500
7	Bench	4	Each	\$2,000	\$8,000
	Plaza Space Construction Costs:				\$120,450.00
	15% Contingency for Construction	1	Lump Sum	\$18,067.50	\$18,067.50
	Plaza Space Grand Total:				\$138,517.50

	ADD ALTERNATE #4 FISHING PIER				
Bid Item	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10% Mobilization	1	Lump Sum	\$8,490	\$8,490
2	Fishing Pier	760	Square Feet	\$80	\$60,800
3	Fishing Pier Railing	130	Linear Feet	\$70	\$9,100
4	Fishing Pier Helical Peirs	10	Each	\$1,500	\$15,000
	Fishing Pier Construction Costs:				\$93,390.00
	15% Contingency for Construction	1	Lump Sum	\$14,008.50	\$14,008.50
	Fishing Pier Grand Total:				\$107,398.50
	Project Grand Total:				\$1,944,506.14

Parks & Public Lands Division Organizational Chart





Salt Lake City Department of Public Services

Lisa Shaffer, Director

	FY 16-17 Actuals	FY 17-18 Adopted Budget	FY 18-19 Recommended Budget	FY 2019 FTE
DEPARTMENT BUDGET				
Personal Services	31,348,189	34,457,060	38,628,676	
Operations & Maintenance	11,892,184	12,082,749	13,979,159	
Charges and Services	14,842,788	14,668,833	13,162,671	
Capital Expenditures	6,948,850	6,766,330	7,868,561	
Transfers Out	980,270	936,982	3,058,231	
Bonding/Debt/Interest	4,784,039	4,951,192	4,262,972	
Total Public Services	70,796,320	73,863,146	80,960,270	
DIVISION BUDGETS				
Office of Director	1,971,311	1,907,013	1,920,929	15.35
Compliance	3,620,217	3,392,953	3,562,734	29.00
Facility Services	8,771,808	8,580,123	8,511,903	45.00
Fleet	20,304,930	23,217,451	27,097,155	45.00
Gallivan and Special Events	2,081,336	2,180,663	2,207,086	14.00
Golf	8,006,560	7,949,338	7,687,749	34.65
Streets	10,021,975	10,149,300	13,495,006	109.00
Youth and Family	1,516,156	1,870,038	1,950,895	18.00
Public Lands Administration	1,518,475	1,517,856	1,318,320	13.00
Parks	10,122,380	10,177,388	9,797,829	69.00
Trails and Natural Lands	818,030	721,726	1,108,744	6.00
Urban Forestry	2,043,142	2,199,297	2,301,920	11.00
Total Public Services	70,796,320	73,863,146	80,960,270	
FUNDING SOURCES				
General Fund	42,484,830	42,696,357	46,175,366	329.35
Golf Fund	8,006,560	7,949,338	7,687,749	34.65
Fleet Management Fund	20,304,930	23,217,451	27,097,155	45.00
Total Public Services	70,796,320	73,863,146	80,960,270	
Full Time Equivalent Positions	375.40	385.40	409.00	



October 5, 2018

Tourism, Recreation, Cultural and Convention Facilities Advisory Board
Salt Lake County Government Center
2001 South State Street, Salt Lake City, UT 84114

RE: Tourism, Recreation, Cultural and Convention Facilities Grant

To Whom It May Concern:

The Jordan River Commission was created in 2010 to implement the concepts established in the regional visioning document, *Blueprint Jordan River*. We are writing now to express our support for the Salt Lake City's proposal to the Wasatch Front Regional Council's Tourism, Recreation, Cultural and Convention Facilities Grant.

When asked in a random survey whether or not Salt Lake County residents live within a watershed, the vast majority of respondents incorrectly answered that they did not. Our region does a commendable job protecting its drinking water sources at the top of the Jordan River Watershed. Here, the public is acutely aware of their role in protecting our mountain streams. Unfortunately, these same water sources flow into underground pipes and disappear from the public's collective consciousness once they reach the urbanized valley. They are joined by urban storm sewers and make their way to the Jordan River largely unnoticed - becoming increasingly polluted along the way.

The Jordan River Commission has been working with the Seven Canyons Trust, Salt Lake City, and many others to envision a connected system of daylighted mountain streams throughout the valley, starting with a new park space at their confluence with the Jordan River. We believe that Three Creeks Confluence will help raise awareness of the waters that flow beneath our city, as well our individual roles in elevating water quality throughout the entire watershed. At the same time, the park will create a destination within a neighborhood and section river that has been neglected for too long.

We appreciate your consideration in supporting this wonderful, innovative, and exciting project!

Very best regards,

Soren Simonsen
Executive Director



October 2, 2018

Tourism, Recreation, Cultural and Convention Facilities Advisory Board
Salt Lake County Government Center
2001 South State Street, Salt Lake City, UT 84114

To Whom It May Concern:

On behalf of the Sorenson Campus in Salt Lake City's Glendale neighborhood, I am writing in support of the application for TRCC funding of the Three Creeks Confluence project. Developing the Three Creeks Confluence as this project proposes will improve environmental quality, create a new community gathering space, increase recreational access to the Jordan River, and draw more people to explore Glendale.

The Sorenson Campus is located a short five minute walk from the Three Creeks Confluence. Our diverse patrons of all ages will greatly benefit from its improvement, as will students at nearby Riley Elementary, Mountain View Elementary, and Glendale Middle Schools. What's more, Salt Lake City's west side as a whole will enjoy an attractive, accessible Three Creeks Confluence area rich with opportunities for varied recreation. Residents of this area take great pride in our community, which is one of Utah's most diverse. Improving the Three Creeks Confluence through TRCC funding will develop an important community asset that will greatly increase our area's vibrancy.

The Sorenson Campus offers recreation, visual and performing art programs, education for all ages, and vital services for community members. Our patrons take part in a wide array of programs, events, and activities. Many of the youth who frequent the Sorenson Campus have participated in recreational opportunities along the river and enjoyed the unique experiences provided by this urban waterway. The Three Creeks Confluence project would offer many additional options for exercise and exploration, and increase the community's connection to nature as the gateway to the Jordan River and the Jordan River Trail.

I am happy to speak at greater length about why the Three Creeks Confluence would benefit the Sorenson Campus and the Glendale community. Please do not hesitate to contact me at (801) 535-6534.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Perko", is written over a horizontal line.

Ken Perko
Associate Director

SEVEN CANYONS TRUST

October 5, 2018

Tourism, Recreation, Cultural and Convention Facilities Advisory Board
Salt Lake County Government Center
2001 South State Street, Salt Lake City, UT 84114

To Whom It May Concern:

The Seven Canyons Trust is pleased to support the Salt Lake City's application to the Wasatch Front Regional Council's Tourism, Recreation, Cultural and Convention Facilities Grant for the Three Creeks Confluence.

The Seven Canyons Trust works to daylight and rehabilitate the seven canyon creeks of Utah's Wasatch Range, restoring beauty and health to the hydrology of the Salt Lake valley. At its inception in 2014, the Trust began its work with the Three Creeks Confluence. The project's origins can be traced to the Trust's award-winning visioning document, *100 Years of Daylighting*. Successfully partnering with Salt Lake City and the Jordan River Commission, the Trust has brought this project from concept to reality with widespread community support, \$1.5 million secured, and an *Achievement Award* from the Utah Chapter of the American Planning Association for the project design and community engagement.

The Three Creeks Confluence will clean discharge from a 100-square mile watershed area. The new channel will expand the stormwater system's capacity, mitigating flooding downstream. Families and children will have restored access to nature. Birders and wildlife watchers will enjoy new visitors. Anglers will utilize new infrastructure at one of the most popular fishing holes in Salt Lake City. A bridge across the Jordan River will provide connection for nearby community anchor institutions to the 45-mile Jordan River Trail. Students will be able to utilize the creek as a living laboratory. Gathering spaces will provide areas to picnic, relax, or host community celebrations and events. Surrounding property values will likely increase with implementation. Furthermore, by improving the neighborhood aesthetics, the project can facilitate surrounding development and neighborhood investment to improve quality of life for its residents.

We appreciate your consideration in supporting this wonderful, innovative, and exciting project!

Sincerely,



BRIAN TONETTI
Executive Director



Glendale-Mountain View Community Learning Center



1388 South Navajo St. Suite E
Salt Lake City, Utah 84104
(801)974-1902

October 3, 2018

Tourism, Recreation, Cultural and Convention Facilities Advisory Board
Salt Lake County Government Center
2001 South State Street, Salt Lake City, UT 84114

To Whom It May Concern:

On behalf of the Glendale-Mt. View Community Learning Center, I am writing in support of the application for TRCC funding of the Three Creeks Confluence project. Salt Lake City Public Lands' proposed development of the Three Creeks Confluence will dramatically improve the environmental quality and recreational opportunities of the Jordan River and would be a huge investment in the aesthetic value of the Glendale neighborhood. Our center is part of a community school campus that serves an incredibly diverse student population of 1500 Pre-K through 8th grade students. Collectively, our students speak more than 20 different languages and come from countries that span the globe. The goal of our campus is to increase student achievement by removing barriers to learning, building authentic school-community relationships, and providing programming that leads to a healthier community.

The Glendale-Mt. View Community Learning Center is located less than a mile from the Three Creeks Confluence area. Development of this area can serve to provide an attractive, accessible recreation area that is open to all. Being one of the most diverse neighborhoods in Salt Lake City our residents welcome a variety of recreation and community gathering opportunities. Improving the Three Creeks Confluence through TRCC funding will develop an important community asset that will greatly increase our area's vibrancy.

The Glendale-Mt. View Community Learning Center offers health, early education, and community education programs and services for all ages. Our community members help to provide and also participate in a wide array of programs, events, and services. Improved access to the Jordan River and the Jordan River Trail would provide expanded opportunities for learning and increase opportunities for community members to have authentic experiences with nature which can have numerous physical and mental health benefits.

I am happy to speak at greater length about why the Three Creeks Confluence would benefit the members of the Glendale-Mt. View Community Learning Center community and the Glendale neighborhood. Please do not hesitate to contact me at keri.taddie@slcschools.org or (801) 974-1902.

Sincerely,

Keri Taddie
Community Learning Center Coordinator
Mountain View Elementary & Glendale Middle School
801-974-1902
keri.taddie@slcschools.org

JACKIE BISKUPSKI
Mayor



VICKI BENNETT
Director

DEPARTMENT OF SUSTAINABILITY

October 3, 2018

Tourism, Recreation, Cultural and Convention Facilities Advisory Board
Salt Lake County Government Center
2001 South State Street
Salt Lake City, UT 84114

Re: Letter of Support for Salt Lake City Public Lands' Three Creeks Confluence Project

To Whom It May Concern:

The Salt Lake City Department of Sustainability (SLCGreen) is pleased to offer this letter of support for TRCC funding for the Three Creeks Confluence project by Salt Lake City Public Lands. The Three Creeks Confluence project will enhance environmental stewardship and improve a key recreational resource in the Glendale neighborhood. It is highly aligned with SLCGreen's mission to develop goals and strategies that will protect our natural resources, reduce pollution, slow climate change and establish a path towards greater resiliency and vitality for all aspects of our community.

Public Lands has prioritized environmental stewardship in their proposed improvements to the Three Creeks Confluence. With TRCC funds, this project will eliminate litter and invasive species. It will also improve community connections to nature through greater access to the Jordan River and the Jordan River Trail, which are important natural, recreational, and historic assets in this region.

SLCGreen has collaborated with Public Lands on a number of projects and strategies to protect open space, increase food security through urban farming and establishment of community gardens, and improve environmental stewardship through integrated pest management strategies. I am confident in their ability to successfully execute the Three Creeks Confluence project.

Please do not hesitate to reach out to me about SLCGreen's support for the Three Creeks Confluence. This project would be a major environmental, recreational, and cultural asset for Salt Lake City and I am excited about its potential. I can be reached at (801) 535-7795 or debbie.lyons@slcgov.com.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debbie Lyons".

Debbie Lyons
Sustainability Division Director

EXHIBIT B
2019 TRCC Reimbursement Form



2019 TRCC Reimbursement Form

Submittal Date:		Guidelines:		
Contract Number:		* Supporting documentation required, invoices preferred		
Organization Name:		* Sales orders accepted with proof of payment only		
Project Name:		* Quotes will not be accepted		
Contact Name:		* Sales tax will not be reimbursed		
Phone Number:		* Administrative overhead will not be reimbursed		
E-Mail:				
Item #	Invoice Date	Vendor	Description	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
			Total Request for Reimbursement	\$ -

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: _____