

**SECOND AMENDED AND RESTATED RESIDENT LEASE AGREEMENT
FOR USE OF SALT LAKE COUNTY'S
ARTS & CULTURE FACILITY(s)**

THIS LEASE AGREEMENT is made and effective as of the day of, and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, for its Arts & Culture division, hereinafter referred to as "A & C," and the Utah Museum of Contemporary Art, a non-profit Utah corporation, hereinafter referred to as "RESIDENT."

RECITALS

WHEREAS it is intended that these facilities be utilized by Utah artists and cultural organizations to provide quality exhibitions and events to entertain, enlighten and educate citizens and visitors alike. A & C facilities will be available to promote, encourage, and showcase the arts and arts organizations, of which the RESIDENT is agreed herein to be one of those organizations.

WHEREAS the citizens of Salt Lake County support A & C facilities through sales tax revenues, Preservation fees, and attendance at A & C facilities, they are primary beneficiaries of the facilities, and the requirements contained herein should be implemented and applied in accordance with this intent.

WHEREAS the sincere goal of A & C is to maintain a long and permanent relationship with the RESIDENTS, to that end the DIRECTOR and A & C ADVISORY BOARD shall be available to review and discuss issues that may arise and assist the RESIDENT to the fullest extent possible.

WHEREAS status as a RESIDENT is not guaranteed, therefore, both A & C and RESIDENT have a role and a responsibility to assist each other to maintain RESIDENT'S status. The benefits of RESIDENT status are many and greatly assist arts organizations in maintaining financial stability.

WHEREAS it is the sincere desire of A & C and the A & C ADVISORY BOARD to support the RESIDENT in its audience development and community outreach programs. It is expected that RESIDENT will take positive and significant steps to increase and develop its audience, as well as incorporate community outreach programs so the citizens of Salt Lake County may have opportunity to appreciate and participate in cultural enrichment. Viable audience development and community outreach programs may differ widely. In support of its individual missions and goals, the RESIDENT should institute scalable, affordable, and practical programs for audience development and community outreach.

In consideration of the payments, mutual promises, covenants, and conditions hereinafter set forth, the parties hereby agree as follows:

DEFINITIONS

Whenever the following terms are used in this lease, they shall have the following definitions:

A & C ADVISORY BOARD - A volunteer board appointed by Salt Lake County Mayor to advise the DIRECTOR and County Mayor as needed.

A & C ADVISORY BOARD RESIDENT COMMITTEE - A standing committee of the A & C ADVISORY BOARD, which advises DIRECTOR with regard to RESIDENT business issues at A & C Facility(s).

A & C EVENT - Any event other than a RESIDENT EXHIBITION or RESIDENT EVENT which the A & C would or could hold in the FACILITY itself.

CONTRACT YEAR - A 12 month period beginning September 1 and ending August 31 of each year.

DIRECTOR - The A & C of Salt Lake County's Arts & Culture Division or his/her designee.

RESIDENT EXHIBITION/EVENT - RESIDENT'S scheduled usage of FACILITY for presentation of visual art, film, and performances.

FACILITY - The Visual Arts Building, Sculpture Court, sculpture sites, and all grounds as delineated on Exhibit A. This facility is a part of A & C 's Facilities. The above-described property specifically excludes access to the roof of the Visual Arts Building, and is also sometimes referred to as the "PREMISES." Access to roof and other adjacent A & C spaces will be granted on an as-needed basis, approval for which will not be unreasonably withheld. Utilization of adjacent A&C spaces will be subject to standard A&C event procedures and rates, when applicable, at the time of use.

PREMISES – another term for FACILITY as defined herein.

TERM

The term of this Agreement shall be for a period of Twenty (20) years beginning September 1, 2023, through August 31, 2043. The Twenty (20) lease term is contingent on, and as a material inducement to enter into a 20-year lease, UMOCA's completion of interior and exterior building improvements based on final scope as approved and agreed to by Salt Lake County, as described in RESIDENTS TRCC application, attached as Exhibit D; ongoing good standing with all other applicable lease terms; favorable tri-annual Resident review recommendation by the Arts & Culture Advisory Board. Until the above conditions are met, the term of this Agreement shall revert to the lease term as defined in the First Amended and Restated Lease Agreement (CA000000000557). (For clarity the Term in the First Amended and Restated Lease Agreement

is for a period of Thirty-Six (36) months beginning September 1, 2021- August 31, 2024, and may be renewed thereafter, upon mutual agreement, for an additional two (2) 3-year terms (6 years)).

The Parties acknowledge and agree that all lease rates are subject to review, approval and change at any time by Salt Lake County Mayor and Salt Lake County Council as part of annual County budget process in accordance with sections 3 & 11 of this agreement.

1. GRANT OF LEASE

A & C hereby leases to RESIDENT the FACILITY to be used by RESIDENT exclusively.

Parking stalls on the South side adjacent to the FACILITY are for RESIDENT. RESIDENT is responsible for coordination of any additional parking with the Salt Palace management. With reasonable notice, A & C may seek RESIDENT'S permission to use the parking stalls and such permission shall not unreasonably be withheld.

2. CONTINUATION OF LEASE

A & C may terminate this lease if one or all of the following conditions persist during the initial term of this lease and any renewal (subject to the cure rights set forth below):

- A. RESIDENT fails on a continuing basis to satisfy the requirements for RESIDENT status as defined in attached Exhibit B; or
- B. RESIDENT fails to comply with its contractual agreements entered into with the A & C, including but not limited to this lease; or
- C. RESIDENT fails to comply with A & C `s Standards of Conduct.
- D. RESIDENT fails to make any payment hereunder when the same becomes due; or
- E. RESIDENT fails to perform any of its material obligations under this lease; or
- F. Representation or warranty of RESIDENT contained in this Agreement proves to be untrue or incorrect in any material respect when made.

If A & C determines that RESIDENT has failed to meet any of the above conditions, A & C may terminate the lease (subject to the cure rights set forth below). If A & C terminates this lease, pursuant to this provision, it shall give RESIDENT 60 days written notice of its election to terminate this lease. During the 60-day notice period outlined herein, RESIDENT may cure any default, or the parties may enter into negotiations for a new lease under terms and rates comparable to standard commercial leases in Salt Lake City. If RESIDENT fails to cure any default and the parties fail to reach agreement for a new lease, RESIDENT shall vacate the FACILITY no later than 90- days from the written notice. If RESIDENT cures the applicable default during said 60-day period, this lease shall remain in full force and effect, subject to its terms.

3. MONTHLY PAYMENT FOR RESIDENT’S FACILITY COSTS (UTILITIES, MAINTENANCE, TAXES, AND INSURANCE)

RESIDENT shall manage and staff, at its own expense, the operation of the FACILITY; open the FACILITY to the public; curate art; provide classes and instruction; design, publicize and market exhibits; and provide related services and programs. RESIDENT is responsible for all associated FACILITY costs as outlined in Section 11. RESIDENT acknowledges that certain FACILITY costs may first be paid for directly by A&C and RESIDENT shall reimburse A&C via monthly payment as outlined in this section, including utilities, maintenance performed by Salt Lake County Facilities Management for items under RESIDENT responsibility according to section 11, and certain other reasonable and attributable costs which may at times change based on FACILITY updates, renovations, and other changes in operating practices. RESIDENT agrees to reimburse A&C monthly for these costs in the following manner:

- A. Monthly payment for RESIDENT’S FACILITY costs will be determined on a Three (3) year rolling average for the three most recent CONTRACT YEARS.
- B. Initial monthly payments will be based on average monthly costs from September 1, 2020, through August 31, 2023.
- C. A & C will notify RESIDENT of estimated monthly payment prior to September 1st each year with final confirmed monthly payment communicated no later than two months after the start of each CONTRACT YEAR. Any difference in final confirmed monthly payment and estimated monthly payment already paid will be added or subtracted from the subsequent month’s invoice.
- D. A&C and RESIDENT acknowledge that the three-year rolling average monthly costs used for determining monthly payment may be adjusted based on anticipated changes to costs paid for by A&C and subsequently reimbursed by RESIDENT. Any adjustments to the three-year rolling average monthly cost must be mutually agreed upon by A&C and RESIDENT in writing and such agreement will not unreasonably be withheld.
- E. RESIDENT will be invoiced on the first day of each month in advance for payment due to A & C by the end of each month.
- F. RESIDENT acknowledges that certain FACILITY costs for which it is responsible may not be separately identified or metered and will be allocated using a reasonable allocation method that closely matches the costs attributable to RESIDENT’S use of the FACILITY. A&C and RESIDENT may periodically review allocation methods for reasonableness and may mutually agree to update allocation methods to better match RESIDENT’S use of the FACILITY. Agreement to update allocation methods will not be unreasonably withheld.

4. PAYMENT DELINQUENCIES

- A. If payment is not received within 30 days from the date of invoice, as set forth in paragraph C below, will be charged a onetime \$35.00 late payment fee.
- B. If RESIDENT is delinquent on any payment to A & C, A & C shall withhold those amounts from Salt Lake County Zoo, Arts and Parks Fund, as set forth in Section 3.07 of Salt Lake County Ordinances, 2001.

- C. RESIDENT payment of all invoices within thirty (30) calendar days of date of invoice will be strictly enforced.

5. UTILIZATION OF PREMISES

Subject to policy review by A & C, RESIDENT and A & C shall cooperate to maximize utilization of the FACILITY. Solely in conjunction with RESIDENT'S normal operation of the FACILITY, RESIDENT may, as long as Resident Exhibits remain on display in the FACILITY, rent the FACILITY and retain any revenues from such utilization. If RESIDENT assigns, rents, or sublets any part of the FACILITY for a period in excess of 48 hours, RESIDENT must notify A & C two weeks prior to such use .

A & C shall have the right to use the FACILITY for events at no fee, excepting there from any direct costs incurred by RESIDENT, as long A & C gives RESIDENT not less than 30-days written notice (when practical) and as long as the requested date(s) does not conflict with daily operations of the FACILITY.

If RESIDENT chooses to rent the FACILITY, all rentals must be in writing. When possible, RESIDENT must provide A & C two weeks prior notice of all rentals. When two weeks' notice is not possible, RESIDENT must provide A & C as much notice as possible of the rental.

6. RESIDENT / A & C COMMUNICATIONS

A & C, and RESIDENT shall coordinate FACILITY maintenance and upgrading activities, and information relating to FACILITY operations. The RESIDENT will designate a Representative to meet with the A & C on an as needed basis and annually in preparation of the A & C 's capital maintenance budget request process. RESIDENT is not authorized to and agrees not to submit work orders or any other request(s) for service(s) directly to Salt Lake County Facilities Management Division.

7. CONTROL OF FACILITY

Other than as specified above, the parties agree that the FACILITY, including keys thereto, shall at all times be under the ultimate control of DIRECTOR, however the parties agree the daily possession and control of the FACILITY described in Paragraph 1 and Exhibit A shall also be under control of RESIDENT in consultation with DIRECTOR. When possible, DIRECTOR or designee will notify RESIDENT prior to Public Safety Bureau Deputies or authorized maintenance personnel entering the FACILITY. A & C will use its best efforts to minimize impact on the RESIDENT'S business activities. RESIDENT may accompany DIRECTOR, Public Safety Bureau Deputies (not including evening walkthroughs) or authorized maintenance personnel on such occasions as necessary. RESIDENT is responsible for any necessary interior security of the FACILITY when unlocked or being used by RESIDENT.

8. APPROPRIATE CARE AND USE OF A & C FACILITY(s)

A & C may request appropriate corrective action if the FACILITY is not being properly cared for or not being used in an appropriate manner. RESIDENT agrees to commence corrective action immediately upon receipt of A & C 's request. All exhibits and functions must be compliant to NFPA (National Fire Protection Association) standards as they apply to then current building conditions. All applicable permits will be obtained from Salt Lake City Fire Prevention Bureau and a copy provided to A & C.

9. PERSONNEL

RESIDENT is responsible for providing temporary event personnel as needed. A & C may provide an EMT (Emergency Medical Technician) at request of RESIDENT. RESIDENT is responsible for determining when an EMT is needed for events. RESIDENT must request an EMT from the Theatre Operations Manager or EMT Supervisor in a timely manner prior to the event.

RESIDENT shall pay for the services of all requested personnel. RESIDENT shall supervise all personnel. A & C reserves the right to review the qualifications of all technical personnel operating A & C owned equipment. A & C has the right to demand replacement of any personnel deemed unqualified to operate A & C owned equipment.

All personnel under RESIDENT supervision, either employees or contractors, are expected to comply with:

- A. A & C Standards of Conduct as set forth in Exhibit C, attached; and

10. RETURN OF LEASED PREMISES

At the expiration of this lease, RESIDENT shall yield and deliver the FACILITY to A & C in as good order and condition as when the same were entered upon by RESIDENT, reasonable wear and tear excepted. In the event RESIDENT fails or is unable to make reasonably necessary repairs in a timely fashion, A & C shall undertake to have said repairs completed at RESIDENT'S expense. Final discretion with respect to the methods of repair or replacement shall be A & C.

11. UTILITIES, MAINTENANCE, TAXES, AND INSURANCE

RESIDENT responsibility shall be as indicated:

RESIDENT is responsible for regular utilities, cleaning, maintenance, and upkeep of interior areas associated with the regular day-to-day operations of the organization as well as installation and upkeep of any systems or components needed for specific programs. Regular maintenance includes the repair of interior walls, gallery lights, studio equipment and other interior components used for regular programs, administration, and operation. Interior areas include administrative offices, kitchen, galleries, gift shop,

classrooms, artist studios, and museum support spaces (staff and patron restrooms, museum loading and storage areas and other internal spaces used for administration and operations). Payment of regular utilities includes the following:

- A. Power
- B. Heat
- C. Water
- D. Sewer
- E. Telephone
- F. Internet/Wireless Service

RESIDENT is responsible for the following taxes and insurance:

- A. Personal property tax
- B. Fire insurance on personal property of RESIDENT
- C. Privilege tax (if applicable)

A & C is responsible for regular maintenance and upkeep of building systems according to standard repair and replacement cycles for comparable facilities and systems. A & C's responsibility for installation and upkeep does not include systems or components installed by RESIDENT. A & C's responsibilities for regular maintenance are the following:

- A. Floor covering systems.
- B. Ceiling systems
- C. Roof
- D. Foundation
- E. Exterior walls and windows
- F. Structural components
- G. Plumbing, heating, electrical, ventilation, elevator, fire alarm, fire extinguisher and air conditioning systems
- H. Exterior area cleaning (excluding outdoor events, art exhibits or installations on leased premises)
- I. Trash and snow removal
- J. Pest control
- K. Exterior landscaping and grounds maintenance (excluding outdoor events, art exhibits or installations on leased premises)
- L. Capital repair and replacement of any items listed above according to the standard repair and replacement cycle for the applicable systems or components.

12. USE OF FACILITY

A & C shall review and determine whether appropriate care and use of the FACILITY is being adhered to and to request corrective action. RESIDENT agrees not to do, or permit to be done, any action that will mar or deface any surface or part of the FACILITY. RESIDENT further agrees not to undertake any installation or remodeling in or upon the FACILITY, except as specifically authorized in writing by A & C. Notwithstanding the foregoing to the contrary,

RESIDENT shall have the right (without notice or prior written consent) to install and/or remove temporary exhibitions in RESIDENT'S normal course of business; provided, however, that any damage to the FACILITY caused thereby shall be repaired by RESIDENT, at its sole cost, prior to the end of the term of this Lease.

13. CLEANING

RESIDENT shall be responsible for cleaning interior of the PREMISES, including loading dock, classrooms, Artist in Residency, art making studio, board room and kitchen of the FACILITY. A & C will inspect the FACILITY, on a quarterly basis, to ensure that they are cleaned to A & C FACILITY standards. If RESIDENT cleaning does not meet the aforementioned standards, RESIDENT will have seven(7) days to cure, or A & C will do a thorough cleaning at RESIDENT'S expense.

A & C shall be responsible for all cleaning of exterior areas of the FACILITY.

Ultimately A & C reserves the right to determine what cleaning is necessary in all of its facilities, including the FACILITY.

14. SUSTAINABILITY

RESIDENT agrees to support and collaborate with A & C as it implements environmental sustainability plans at all its venues including the FACILITY. A & C will meet with RESIDENT on an annual basis to solicit RESIDENT'S input.

15. PROHIBITED BUSINESS ACTIVITY

RESIDENT agrees to prohibit any officers, employees, or agents of RESIDENT from conducting any illegal business activity in the FACILITY.

16. OCCUPANCY DISRUPTION

If the FACILITY is completely destroyed by fire or other casualty, this lease shall terminate on the day of such fire or other casualty and the rents payable by RESIDENT on this lease shall cease on such day. In the event of partial destruction or damage so as to render the FACILITY or other parts of the FACILITY totally or partially unusable or uninhabitable, either party may suspend payment of rental amounts relating to the damaged, destroyed or otherwise uninhabited portion by giving written notice thereof to the other party within fifteen (15) days after said partial destruction or damage, and no rental amount shall accrue on said portions under this lease after the specified suspension date.

17. AGENCY

No agent, employee or servant of RESIDENT or A & C is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and

unemployment insurance, are available to the employees, agents, or servants of the other party. RESIDENT and A & C shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. RESIDENT and A & C shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that RESIDENT is an independent contractor.

18. DISCLAIMER OF WARRANTIES

Except as specifically set forth in this Agreement, A & C makes no warranties, express or implied, as to the FACILITY or any A & C services, related products, equipment, software, or documentation. A & C specifically disclaims all implied warranties, including without limitation any implied warranties of habitability, merchantability, fitness for a particular purpose, or title or non-infringement of third-party rights.

19. DISCLAIMER OF DAMAGES

A & C shall not be liable to RESIDENT for any direct or indirect consequential, exemplary, special, incidental, or punitive damages, including without limitation, loss of use or lost business, revenues, profits, or goodwill, arising in connection with this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability, or negligence, even if in the party knew or should have known of the possibility of such damages.

20. INDEMNIFICATION

RESIDENT agrees to indemnify, hold harmless and defend the A & C , its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and materialmen suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by RESIDENT, its agents, representatives, officers, employees or subcontractors.

If RESIDENT uses any Subcontractors, RESIDENT agree to require all Subcontractors to indemnify, hold harmless and defend the A & C , its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and materialmen (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Subcontractor, its agents, representatives, officers, employees or subcontractors.

21. INSURANCE

21.1 RESIDENT shall, at its sole cost and expense, secure and maintain during the term of this lease, including all renewal or additional terms, the following minimum insurance coverage:

21.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

- A. Any insurance coverage required herein shall be written on an “occurrence” type policy form.
- B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
 - (1) Currently rated A- or better by A.M. Best Company.

—OR—

- (2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.
- C. RESIDENT shall furnish certificates of insurance, acceptable to the A & C, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- D. In the event any work is subcontracted, RESIDENT shall require its subcontractor, at no cost to the A & C, to secure and maintain all minimum insurance coverages required of the RESIDENT hereunder.
- E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, RESIDENT shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the A & C, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the A & C.
- F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the A & C in a manner approved by the A & C District Attorney.
- G. In the event RESIDENT fails to maintain and keep in force any insurance policies as required herein, A & C shall have the right at its sole discretion to obtain such coverage and charge RESIDENT for the costs of said insurance.

21.1.2 REQUIRED INSURANCE POLICIES.

RESIDENT agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

- A. Workers’ compensation and employer’s liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, RESIDENT shall require its subcontractor(s) similarly to provide workers’ compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- B. Commercial general liability insurance on an occurrence form with A & C as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate. The policy shall protect the A & C, RESIDENT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from

RESIDENT's operations under this lease, whether performed by RESIDENT itself, any subcontractor, or anyone directly or indirectly employed by either of them. The general liability policy will have a sublimit for damages to rented premises of no less than \$1,000,000.00. The general liability insurance shall provide coverage for FACILITY operations, acts of independent contractors, and completed operations.

- C. Salt Lake County and therefore A & C is self-insured and pays claims in accordance with state laws.

22. MODIFICATION OF CONTRACT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties thereto.

23. NON-DISCRIMINATION

RESIDENT, and all persons acting on its behalf, agrees that they shall comply with all federal, state and Salt Lake County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

24. LABOR REGULATIONS AND REQUIREMENTS

RESIDENT agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state, and local labor laws. RESIDENT shall indemnify and hold COUNTY harmless from and against any and all claims for liability arising out of any violation of this paragraph or any other laws referenced in this Agreement whether by RESIDENT, its agents, or employees.

25. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

RESIDENT acknowledges that A & C is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, et seq. As a result, A & C is required to disclose certain information and materials to the public, upon request. RESIDENT agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the A & C Representative for response by the A & C.

26. GOVERNMENTAL IMMUNITY

A & C is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that A & C shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. A & C represents that it is self-insured pursuant to the provisions of Section 63G-7-801 of the Utah Code.

27. COMPLIANCE WITH LAWS

RESIDENT shall comply with all laws and ordinances applicable to it and shall obtain all necessary permits or licenses required by law: Specifically, those relating to the protection of copyrights, trademarks, and other proprietary interests. RESIDENT further agrees that any alcohol service conducted in connection with RESIDENT'S activities shall be in accordance with all Utah State liquor laws and regulations.

RESIDENT agrees, represents, and warrants that it has reviewed the EVENT or visual art content with SLCO ARTS and RESIDENT shall not change the content for the EVENT or visual art in any way that will violate state law and/or city ordinance regarding sexual conduct, pornographic and/or harmful materials. RESIDENT further agrees, represents and warrants that nothing contained in the program violates Utah law or Salt Lake City ordinances related to sexual conduct, lewdness, or dealing in harmful materials to a minor.

28. ETHICAL STANDARDS

RESIDENT represents that it has not: (a) provided an illegal gift or payoff to any A & C officer or employee, or former A & C officer or employee, or to any relative or business entity of a A & C officer or employee, or relative or business entity of a former A & C officer or employee; (b) retained any person to solicit or secure this contract 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 set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any A & C officer or employee or former A & C officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake A & C ordinances.

29. CAMPAIGN CONTRIBUTIONS

RESIDENT acknowledges the prohibition of campaign contributions by contractors to Salt Lake County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. RESIDENT also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with the A & C is prohibited from making campaign contributions to COUNTY candidates. RESIDENT further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this lease. RESIDENT represents, by executing this lease, that RESIDENT has not made or caused others to make any campaign contribution to any COUNTY candidate in violation of the above-referenced COUNTY ordinance.

30. COPYRIGHT INFRINGEMENT INDEMNIFICATION

RESIDENT warrants and represents that no music, literature or artistic work or other property protected by COPYRIGHT, trademark or other proprietary interest will be performed, produced, reproduced, or used in the presentation of RESIDENT EVENTS unless RESIDENT has

previously thereto obtained written permission from the COPYRIGHT trademark patent or proprietary interest holder. RESIDENT acknowledges that it acts under this lease as an independent contractor charged with the responsibility in its sole discretion for selection, performance, reproduction, and the use of such literary, artistic and other work as it may deem appropriate and that it undertakes strict compliance with all laws respecting copyrights, trademarks, patents and proprietary interests as they relate to performance, reproduction and the use of musical, literary and other works. RESIDENT warrants that, in the presentation of RESIDENT EVENTS it will not infringe any statutory, common law or other right of any person in performing, reproducing, or otherwise making use of any work or material. RESIDENT agrees to indemnify, save, and hold harmless A & C, its agents, officers, employees, and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyrights, patents, trademarks, proprietary interests and the performance, reproduction and use of musical, literary, artistic and other works. All radio, television and movie rights for all art exhibits, events, rehearsals, recording sessions and concerts presented in the FACILITY by RESIDENT shall be the sole property of RESIDENT. A & C agrees that no person other than RESIDENT or its assignees shall be permitted to broadcast, record, film, or televise any RESIDENT event without the express authority of RESIDENT.

31. OBJECTIONABLE PERSONS

RESIDENT and DIRECTOR reserve the right to eject any objectionable person or persons from the FACILITY without liability to RESIDENT for damages incurred by A & C as a result of the exercise of such right. RESIDENT may bear liability or responsibility for the ejection of an objectionable person or persons from the FACILITY when that ejection has been at the RESIDENT'S request.

32. PROGRAMS AND NOVELTIES

RESIDENT has the right to sell and/or distribute its own programs and novelties and manage its own gift shop. Upon written approval of the DIRECTOR, RESIDENT may have the right to sell or distribute other products or items.

33. FREIGHT DELIVERIES

A & C 'S employees, officers and agents shall not act for RESIDENT in the receipt, delivery, handling, care, or custody of any property of RESIDENT of any kind shipped or otherwise delivered to the FACILITY.

34. OBSTRUCTIONS

No portion of the sidewalks, entries, loading ramp area, passages, vestibules, halls, elevators, ways, or access to public utilities of the FACILITY shall be obstructed or caused to be obstructed by RESIDENT in any way that would violate applicable State, County or City codes or regulations. The doors, skylights, stairways, windows, hallways, corridors, passageways, radiators, and house lighting shall not be obstructed by RESIDENT. The cost of repair resulting

from violation of this provision or misuse by RESIDENT of any portion of the FACILITY or equipment of the FACILITY shall be charged to RESIDENT.

35. FLAMMABLE MATERIALS

No Flammable Materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations, and all materials used for decorative purposes must be treated with flame proofing and approved by the Salt Lake City Fire Department. Additionally, any use of open flames in conjunction with any RESIDENT EVENT must be approved by an A & C Facility Manager and/or the Salt Lake City Fire Department.

RESIDENT shall comply with all other public health and safety regulations in its use and storage of flammable and/or regulated materials.

36. SEVERABILITY

If any clause, sentence, or paragraph of this lease is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions and the parties do now declare their intention that each such clause, sentence, or paragraph of this lease to be a separate part hereof.

37. ENTIRE AGREEMENT

A & C and RESIDENT acknowledge and agree that this Agreement and its Exhibits incorporated herein constitute the entire integrated understanding between A & C and RESIDENT, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the parties. RESIDENT understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment (or "unless expressly waived in writing as provided in this Section").

38. INTERPRETATION

This Agreement is deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against either party. The parties agree to mutually cooperate and otherwise act in good faith in the use, occupancy, and management of the FACILITY and in the resolution of problems not otherwise covered by this Agreement.

39. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Salt Lake County, both as to interpretation and performance.

All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Salt Lake County, State of Utah.

40. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

Salt Lake County: Salt Lake County Mayor Operations
Salt Lake County
2001 South State, #N3-200
Salt Lake City, Utah 84190-3100
Attn: Community Services Director

With Copy to: Director
Arts & Culture 50 West 200 South
Salt Lake City, UT 84101

RESIDENT: Director
Utah Museum of Contemporary Art
20 South West Temple
Salt Lake City, UT 84101

41. PARAGRAPH HEADINGS

PARAGRAPH HEADINGS contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

42. CONSENT OR APPROVAL

Whenever the consent or approval of a party is required by this Agreement, such consent or approval shall not be unreasonably withheld.

43. BINDING EFFECT

Subject to any restrictions on assignment contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and its respective successors and assigns.

44. FORCE MAJEURE

Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, epidemic, pandemic, or unusually severe weather. If such condition continues for a period in excess of 60 days, RESIDENT or A & C shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

Covid-19. The parties acknowledge the uncertainty caused by the Covid-19 pandemic, and notwithstanding any other provisions to the contrary, RESIDENT agrees that A & C in its sole discretion, may cancel an Event at any time for reasons related to Covid-19, including without limitation health or other orders, whether issued by Salt Lake County or other government officials. If A & C cancels an Event in accordance with the foregoing provisions, A & C shall not owe liquidated or other damages to RESIDENT.

45. NO LIMITATION OF RIGHT

The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

46. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever either party determines, in its sole discretion that it is in the party's interest to do so. If either party elects to exercise this right, the party shall provide written notice to the other party at least 18 (eighteen) months prior to the date of termination for convenience. Both parties agree that termination for convenience will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party or any other claim or cause of action.

47. NON-FUNDING CLAUSE

A & C intends to request the appropriation of funds to be paid for the services provided under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, A & C's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on A & C as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without

penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of RESIDENT, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by A & C under this Agreement, A & C shall promptly notify RESIDENT of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and its official seal to be affixed hereto by its duly authorized officer this 18 day of September, 2023.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

RESIDENT:

By *Laura Allred Hurtado*
Laura Allred Hurtado, Executive Director
Utah Museum of Contemporary Art

Approved as to Form
Arts & Culture Division:

Matt Castillo, Division Director

Reviewed and Advised as to Form and Legality

Craig J. Digitally signed by Craig
Wangsgard J. Wangsgard
Date: 2023.09.06
11:15:22 -06'00'

Deputy District Attorney

Lease Exhibits

A – Facility Aerial View, Facility Plan 1 and Facility Plan 2

B – Resident Status at A & C Facility(s)

C – Standards of Conduct

D –RESIDENTS TRCC application

Facility Aerial View, Facility Plan 1 and Facility Plan 2

Exhibit A

Exhibit A - FACILITY Aerial View

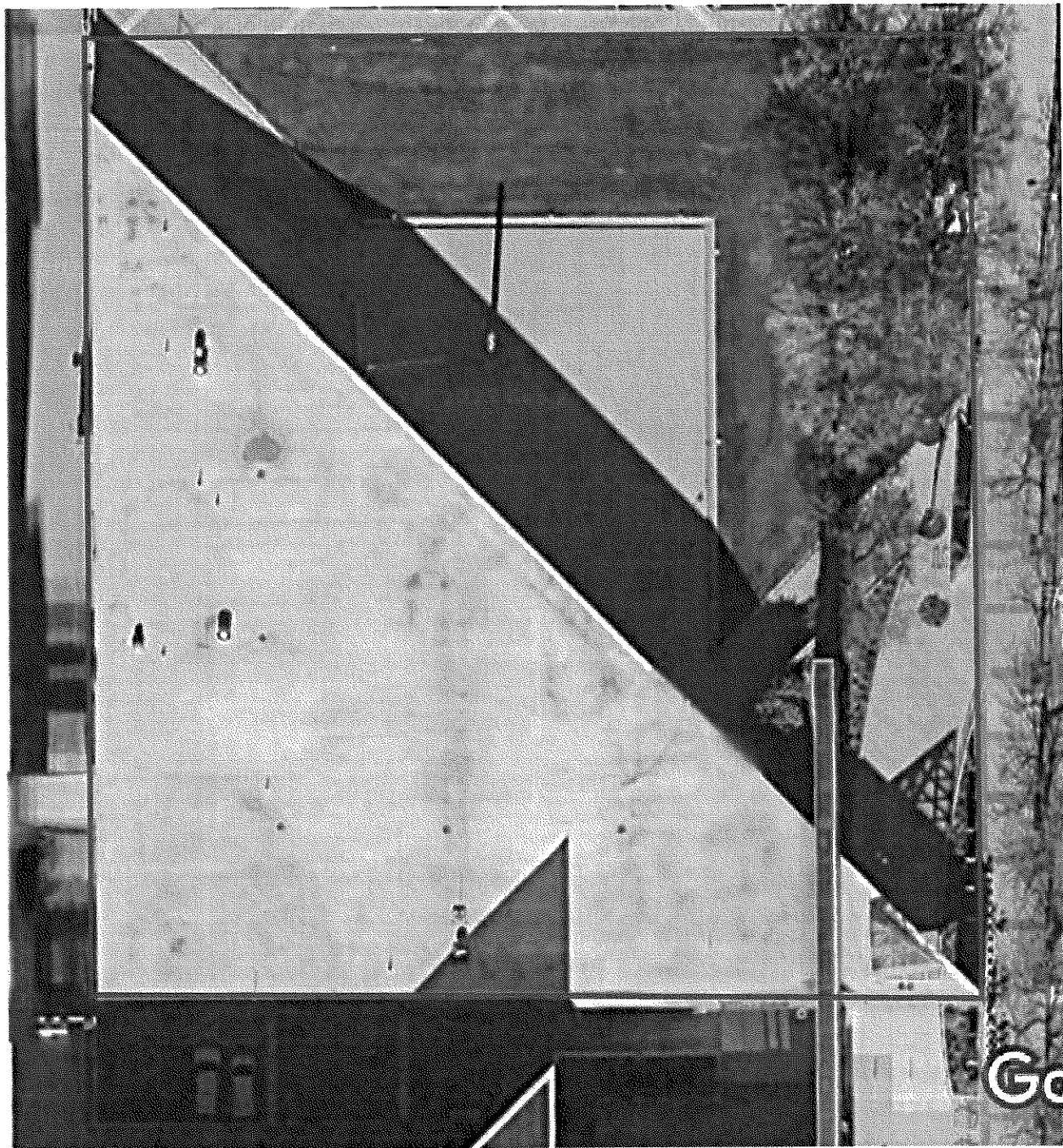


Exhibit A - FACILITY Plan Level 1

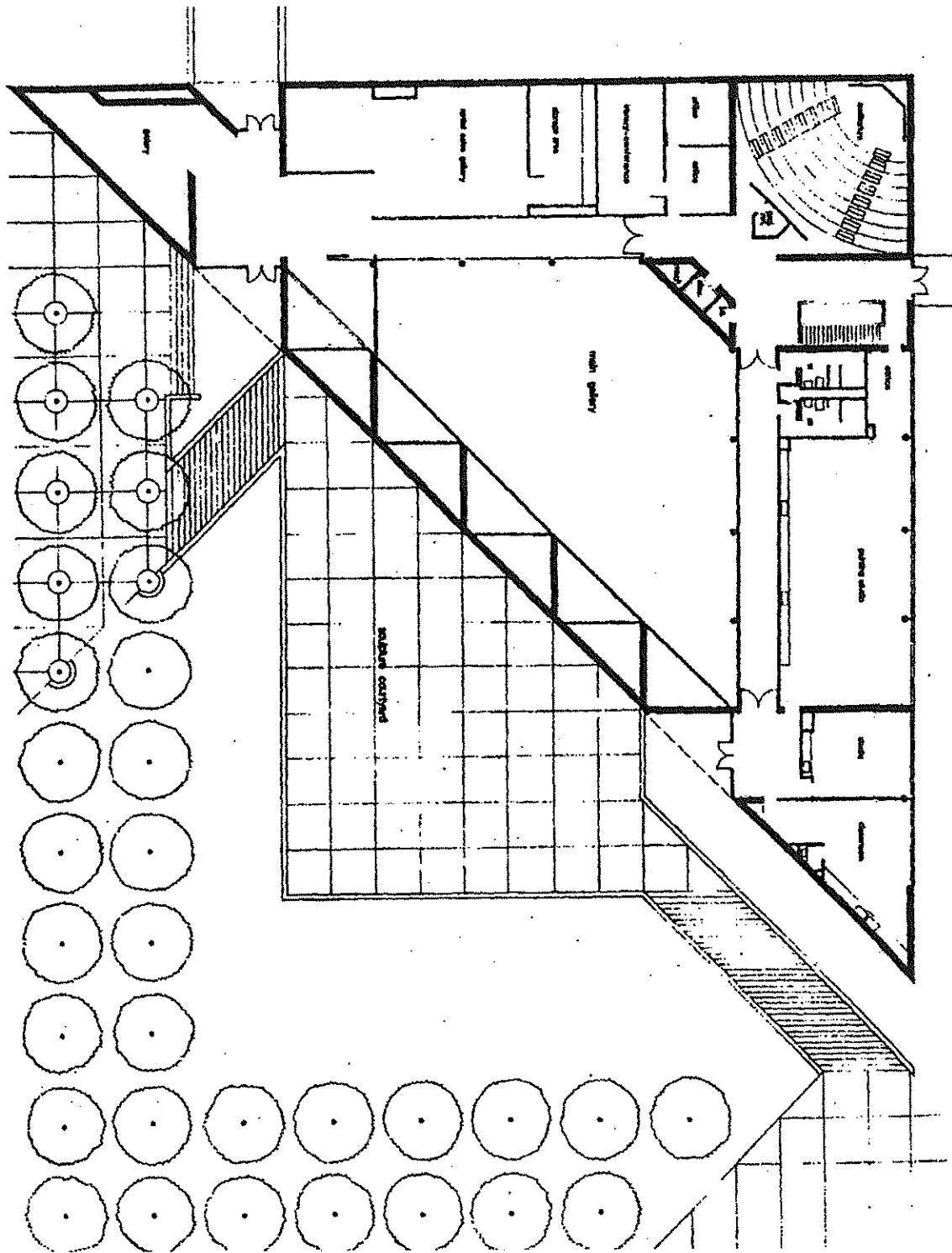
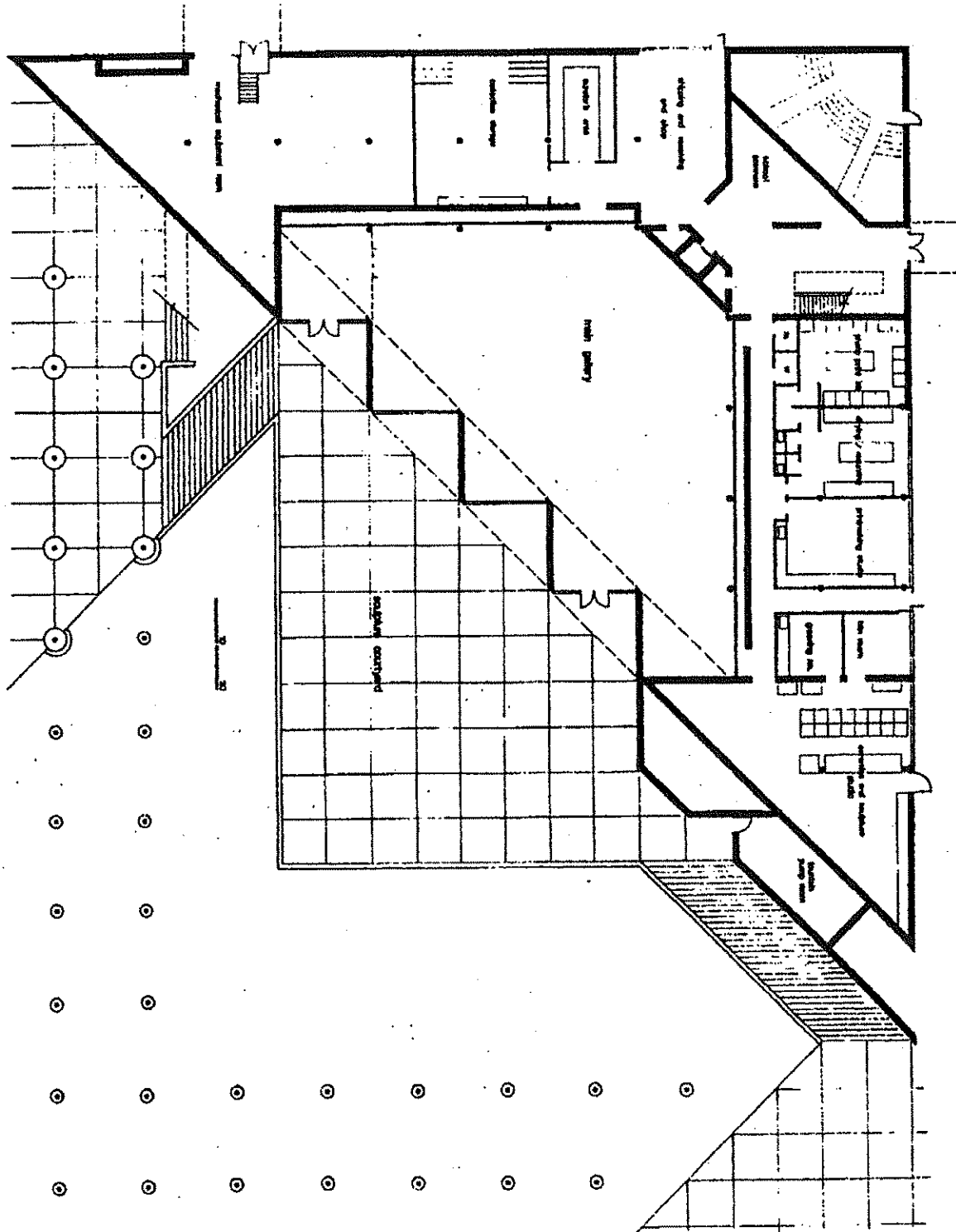


Exhibit A - FACILITY Plan Level 2



**SALT LAKE COUNTY ARTS & CULTURE RESIDENT
LEASE AGREEMENT**

Exhibit B

**RESIDENT Status Requirements
at Salt Lake County Arts & Culture
Utah Museum of Contemporary Art Facility**

The A & C Advisory Board Resident Committee (“Resident Committee”) was established to serve as the link between the A & C Advisory Board and the RESIDENTS of A & C. The Resident Committee serves not only to ensure compliance with A & C policy and guidelines but is the sounding board for issues that arise with the RESIDENT performing arts organizations that serve the community. The Resident Committee is charged with providing a constructive and informative communication link between Salt Lake County Mayor, DIRECTOR, A & C Advisory Board and the RESIDENTS.

To that end, the Resident Committee will conduct a review of each RESIDENT at each A & C Facility(s) to coincide with the renewal cycle of the lease agreements every three (3) years. RESIDENTS will submit a status report to the Resident Committee reporting on their compliance of requirements for RESIDENT Status as listed below.

1. RESIDENT STATUS

For designation or continuation as the RESIDENT at A & C FACILITY, an organization shall:

- A. Maintain an active 501(c)(3) designation with the United States Internal Revenue Service.
- B. Be a Zoo, Arts & Parks funding recipient.
- C. Continue to host at the FACILITY for a majority of its activities or exhibits.
- D. Annually show demonstrable evidence that the organization has increased public attendance and/or participation that will be reported to the A & C Advisory Board during the triennial review. The parties hereby acknowledge that the terms “attendance” and “participation” shall include activities at the FACILITY, as well as any offsite programming or events.
- E. Stay current on Accounts Receivable and submit payment for bills on time.
- F. Maintain a safe working environment.
- G. Adhere to Salt Lake County Standards of Conduct.
- H. Be recognized by peers as leaders in their field.
- I. Demonstrate good use of public venues and County subsidy.
- J. Participate in A & C Advisory Board Review.
- K. Submit a comprehensive plan and goals for continuing audience development and community outreach.

It is the sincere desire of A & C and its A & C Advisory Board to support RESIDENTS in its audience development and community outreach programs. It is expected that RESIDENTS will take positive and significant steps to increase and develop its audience, as well as incorporate community outreach programs so County citizens may have an opportunity to appreciate and participate in cultural enrichment. Viable audience development and community outreach programs may differ widely, and RESIDENTS may suggest other factors not included in this section. In support of its individual missions and goals, all RESIDENTS should institute scalable, affordable, and practical programs for audience development and community outreach.

In its report, RESIDENTS should include a written audience development and community outreach plan and should include the following:

- A. Efforts and plans to reach out to underserved segments of the population.
- B. Efforts and plans to provide opportunities for citizens to view, learn, participate in, and experience particular art forms.
- C. Specific programs to promote an appreciation among the general population of the RESIDENT's particular art form.
- D. Programs for the distribution of free or substantially reduced tickets to new and diverse populations or groups as a part of a program to foster audience development.

2. A & C ADVISORY BOARD RESIDENT REVIEW COMMITTEE PROCESS

The Resident Committee will review the RESIDENT's submitted compliance report and will meet with the RESIDENT's Senior Staff and Board of Trustees (or representatives) to review and discuss the RESIDENT Status report, RESIDENT audience development and outreach programs and general feedback on A & C or other issues.

The Resident Committee will then prepare a written review and recommendations and will submit them to the A & C Advisory Board for their review.

The A & C Advisory Board will review the findings and recommendations and will forward a final document to the DIRECTOR and Salt Lake County Mayor.

SALT LAKE COUNTY
A & C RESIDENT LEASE AGREEMENT

Exhibit C

Standards of Conduct

Salt Lake County Center for the Arts (A & C) operates and sets policy for Eccles Theater, Abravanel Hall, Janet Quinney Lawson Capitol Theatre, Rose Wagner Performing Arts Center, Jessie Eccles Quinney Ballet Centre, Mid-Valley Performing Arts Center, and the Utah Museum of Contemporary Art (UMOCA). Administrative offices are located at the Janet Quinney Lawson Capitol Theatre.

Purpose

This policy establishes guidelines for appropriate conduct in A & C operated facilities including, but not limited to, Salt Lake County employees, sub-contracted labor services, staff, and personnel of A & C Resident organizations, touring production staff, and vendors.

Policy

Salt Lake County employees, sub-contracted labor services, staff, and personnel of A & C Resident organizations, touring production staff including volunteers, and vendors are expected to act in a professional and courteous manner, to fulfill their job duties and refrain from any conduct reflecting poorly on the County.

Standards of Conduct

Personnel will fulfill their job duties, act professionally, and comply with policies and procedures. Inappropriate and unprofessional behavior includes, but is not limited to, the following:

- Engaging in inappropriate behavior towards co-workers or members of the public that is disruptive to the workplace.
- Using county property for personal or non-county purposes unless permitted by County policy.
- Destroying, damaging, vandalizing, or threatening to damage or destroy County property or the property of others.
- Bringing to work, disseminating, or displaying any materials that are offensive and, which could give rise to or form the basis for the following types of employees or citizen complaints.
 - a. A sexual harassment complaint
 - b. An allegation of hostile work environment
 - c. A discrimination claim based on protected status or a violation of County policy.

- Using notes, e-mail, voice mail, fax, text messaging, social media or the internet to harass or discriminate on the basis of sex, race, color, national origin, religion, age, disability, pregnancy, genetic information, sexual orientation, marital status or gender identity.
- Bringing to work or intentionally disseminating, forwarding, or displaying sexually titillating materials, including intentional viewing, or downloading pornography from the internet.
- Failing to comply with the non-smoking regulations of County Government and State law.
- Operating any form of a vending machine service for profit, commission or otherwise on County property except as awarded through a competitive bid under County policy.
- Reporting to work intoxicated or otherwise impaired.
- Illegal use, sale, possession, or distribution of drugs.
- Engaging in violence or behavior that carries the potential of violence including, but not limited to, fighting, using obscene, foul, abusive or threatening language or gestures.
- Possession of firearms or other weapons on County property except as permitted by state law.
- Disregarding safety regulations.
- Theft of County property or theft from other persons; and
- Failure to follow established parking rules.

Salt Lake County does not tolerate discrimination, retaliation or any form of harassment based on race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status.

- **Discrimination:** Any adverse employment action taken based upon an employee, applicant, or volunteer's race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status. Sexual harassment is a form of discrimination and will not be tolerated.
- **Harassment:** Any unwelcome or unsolicited derogatory terms, comments, jokes, innuendos, other verbal, visual or physical conduct based upon race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status that unreasonable interferes with an employee's working conditions.
- **Retaliation:** An adverse employment action taken or credible threat of an adverse employment action against an employee, volunteer, or applicant as a result of participating in a protected activity if there is a causal connection between the threatened or adverse employment action and the protected activity. Retaliation can include a wide variety of conduct intended to restrain or has the effect of restraining employees from participating in protected activities. For example, being fired or demoted, a reduction in pay, denying training opportunities, etc.

i.

EXHIBIT D

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

**Utah Museum of Contemporary Art
UMOCA Master Plan Improvements/CFSP**

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

\$ 1,000,000.00 Requested

Submitted: 7/6/2022 3:45:17 PM (Pacific)

Project Contact

Laura Hurtado

michelle.wentling@utahmoca.org

Tel: 801-328-4201 x113

Additional Contacts

none entered

Utah Museum of Contemporary Art

20 S. West Temple
Salt Lake City, UT 84101
United States

Telephone 801-328-4201

Fax 801-322-4323

Web www.utahmoca.org

Executive Director

Laura Alred Hurtado

laura.hurtado@utahmoca.org

Application Questions [top](#)

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

Project Overview

1. Select the type of support you are applying for

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

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

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

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

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

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

For 90 years, the Utah Museum of Contemporary Art has worked with the leading artistic voices of our age. Originally called The Art Barn, and later Salt Lake Art Center, the Utah Museum of Contemporary Art was founded by a woman named Alta Rawlins Jensen in the middle of the Great Depression. Jensen's vision for the Art Barn was to create a gathering space for

artists and writers in Salt Lake City.

Today UMOCA is an award-winning aesthetic force dedicated to advancing contemporary art in Utah. We believe in the power of the art of our time. Through programming, advocacy, and collaboration, we work with artists and communities to build a better world. This year alone, under the persistent shadow of the pandemic, the museum welcomed over 55,000 guests, showed the works of over 100 artists, and offered educational programming to 123,000 Utah K-12 students, both in person and online. The museum features groundbreaking artwork by local, national, and international artists; offering exploration in the contemporary cultural landscape through exhibitions, films, events, and classes.

When curating exhibitions and creating programs, UMOCA is invested in local makers as well as the work of established national and international artistic leaders and thinkers. This both supports the local art community and connects museum visitors to global contemporary art ideas and trends. In conjunction with exhibits, UMOCA frequently offers community-wide programming such as art talks, exhibition walk-throughs, film and lecture series, and workshops with visiting artists and curators. Our regionally sought-after artist-in-residence program provides studio space, a curated exhibition in the AIR gallery, networking opportunities, and exposure for eight local artists per year.

Additionally, our art education program serves over 50,000 K-12 students and 5,000 educators across Salt Lake County per year, improving access to the contemporary arts among diverse and underserved communities. Our robust arts education curriculum includes mobile outreach, school tours, and training and workshops. Through our education programming, UMOCA engages with students in all areas of the county including Salt Lake City, Herriman, Taylorsville, and Sandy.

4. Project Summary

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

The Utah Museum of Contemporary Art is requesting \$1 million in TRCC funding for necessary phased upgrades that will improve visitor experience, build iconic placemaking in downtown, and increase gallery space. Since 1979, The Utah Museum of Contemporary Art has been housed in the SL County Arts Building and has long served thousands of residents annually through programming, exhibitions, and residencies. We anticipate the overall UMOCA contribution to our SL County owned facility to be \$5.4 million.

Our improvement goals are to: add significantly to the downtown cultural identity by creating an iconic and memorable publicly accessible landmark; better communicate the museum mission through gallery expansion, improved navigation and wayfinding, and increased public/visitor offerings for artists and audiences in SL County and beyond; serve SL County residents' needs for culture, education, and art; and grow the Utah economy through the development benefits of placemaking. The improvements proposed in this project will address the need for an iconic public art exterior experience, increase imageability downtown, and address current facility limitations based on stakeholder feedback to improve areas that are out-of-date and that directly undermine UMOCA's programming efforts to meet these goals.

These improvements are specifically to update our façade for greater visibility and placemaking; to open a new gallery to better serve the increased needs of local artists, audiences and students; to improve lighting in galleries and upgrade dated entry hardware and glass both to the front of the building and plaza access to address public feedback; and to improve wayfinding, navigation, and building flow with additions such as a new staircase.

We have worked closely with the Salt Lake County Arts & Culture Division which owns and manages the facility. The Division completed a comprehensive facilities assessment study which suggested the building has long overdue deferred maintenance and capital replacement needs. Our efforts and plans are to work in concert with the county, coordinating scheduled deferred maintenance with improvements in order to reduce overall cost for all stakeholders, and to work together as a unified whole as proposed in the facilities assessment and UMOCA Master Plan to realize overall design and construction cost-efficiencies in a phased, prioritized approach as key funds are secured.

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

For more than forty years, Salt Lake County has been a vital supporter of our extraordinary arts and culture landscape. The Arts & Culture division fosters creative communities through its funding and stewardship of a variety of buildings and programs, including UMOCA.

The SL County Arts and Culture Master Plan indicates that the county is invested in venues for the performing arts. The recently completed Mid-valley Center for the performing arts, the Hale Theater, and the Eccles Theater all attest to the county's deep investment in this genre of space. However, the county only operates one space dedicated to the display of fine art—UMOCA—which has not been updated since it was built in 1979. The SLCo Master Plan calls for a deeper investment in artists and fine art spaces, and UMOCA is at the center of these county goals.

Interviews conducted throughout the county indicate a need for dedicated art spaces. One of the five primary areas of focus is "Government Support for Visual Artists and Public Art." Based on feedback from Phase IV, the interviews focused on the need

for “infrastructure in the built environment that would support visual artists.” The SLCo Master Plan points to the Torpedo Factory Art Center as a case study and as its goal model, which has seven galleries and artists’ studios among its offerings—a space quite like UMOCA. Among the plan’s key recommendations is to “Increase access and equity to facilities for artists and arts organizations.” UMOCA can also help the county meet its goals through public art. We anticipate the façade upgrades to serve as a placemaking public sculpture that draws people to downtown and creates a more vibrant, iconic cityscape.

UMOCA serves SL County through an array of educational offerings and increases public art by improving the exterior of our building through a dynamic, publicly accessible art activation and because our museum is free and accessible to all. In this sense, our museum programming operates as an extension of public space and allows artists and residents free and open access to fine art.

UMOCA’s long-standing commitment to serving emerging local artists not only provides a space for exploration but also addresses one of SLCo Master Plan’s key Success Metrics regarding community engagement: “have we increased [the] number of new and emerging artists and arts organizations engaging with the County’s resources (financial, space, etc.)?” Improvements to UMOCA’s building will allow this SL County facility to serve a wide range of artists, improve audience experience, and help address the Success Metrics that call for “increased access to the region’s facilities by a broad spectrum of users.” While the SLCo Master Plan proposes the construction of new Maker’s Spaces, upgrades to UMOCA’s interiors—with gallery expansion, increased educational spaces, and greater accessibility to our artist-in-residency spaces—offers a more cost-effective solution to stated county needs.

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

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

We believe cultural planning starts with listening; gives voice to community residents; builds on their collective creativity and wisdom; lifts cultural assets; results in a process that is comprehensive and inclusive; and culminates in a needs-based, well-researched, and data-driven plan. Both our UMOCA Strategic Plan FY21-FY26 and our UMOCA Master Plan effort, which arose out of our Strategic Plan, came from discussions, listening sessions, interviews, town halls, surveys, and advisory sessions.

This project has the support of a wide range of community members found throughout SL County. Our Master Plan Steering Committee is made up of county leaders—Matt Castillo, Salt Lake County Arts and Culture Division Director and Holly Yocom, Pathway and Associates. It also includes UMOCA board members, Arlo Rich Walje, former CEO of Rocky Mountain Power, and Derek Allen, owner and principal at Landforge, in addition to UMOCA staff, Jared Steffensen, curator, and Laura Allred Hurtado, executive director, all working with Mark Morris, principal and founder of VODA Landscape + Planning, all reporting to UMOCA Executive Committee.

In addition, we have shared our planning documents and ideas with a UMOCA Master Plan Advisory Committee, which includes artists, community members, board members, foundations, architects, and c-suite representatives from the Division of Utah Arts and Museums, Utah Department of Cultural & Community Engagement, Utah State Legislature, City Creek, Utah Symphony/Utah Opera (Abravanel Hall), Division of Arts & Culture (Salt Lake County), Utah Cultural Alliance, Salt Lake Arts Council and Foundation, SL Redevelopment Agency, Doctorow Foundation, Community Foundation, Visit Salt Lake, Salt Palace Convention Center, and other interested community members.

Significant financial support from the Utah State Legislature of a \$1,000,000 appropriation, as well as pledged dollars from family foundations, attest to broad belief in the need for such improvements and the major trust and value we have in the community.

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

For 90 years, we have worked with the leading artistic voices of our age and connected artists and audiences in new and bold ways. That heritage of progress, bravery, courage, a commitment to the avant-garde and cutting edge, and a deep investment in the makers and independent voices of our founder Alta Jensen’s day is a crucial and lasting part of UMOCA’s history. Our 90-year-old organization has long served the needs of the Salt Lake County community and has operated out of the current county run location for 40 years. The scope and size of this project is appropriate for our organization as we are proposing a reorganization and reclarification of existing space for the improved visitor experience and to increase our educational outreach.

The scope of our project fits within our fundraising and programmatic capacity as well as the needs of the organization and demands of the community. Annually, UMOCA proudly serves over 60,000 residents each year and an additional 126,000 through digital and remote outreach and programming. 42% of our audience comes from outreach programming like our mobile art museum, the Art Truck, a POPS funded program that travels to schools throughout SL County, from Sandy, to Herriman, to Taylorsville, and beyond. Through data collecting, we know that over 58% of our visitors are SL County residents. Through surveys, listening sessions, and observations, we learned that many visitors feel like the building itself is dark and

unwelcoming. Additionally, they expressed feeling misdirected or lost while in the building.

Each year our education programming includes Art Truck Visits serving 9,000 students (62% in SL County residents); 50 School Tours serving 1,800 students (71% in SL County residents); and 30 trainings and workshops serving 3,500 students and 500 educators who teach over 12,500 students (32% SL County residents).

We believe that with these improved efforts, developed out of careful listening sessions, UMOCA will become more known and visible to SL County residents, allowing us to reach a wider audience, expand educational offerings through increased field trips, and continue to serve those who know us best. We see our building as a community gathering place that stands as a hallmark of culture in the city and whose beautification is long overdue. With increased tourism, population, and an ever-expanding downtown, we believe this project will increase tourism, cultural cachet, and perception; grow economic activity at City Creek Center, Temple Square, and the Salt Palace; and increase walkability in the city. We also believe that the new hotel will bring more people to our doorstep and that these changes will create a memorable experience that will be shared as they leave SLCo.

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

The Utah Museum of Contemporary Art believes in the power of the art of our time. Through programming, advocacy, and collaboration we work with artists and communities to build a better world.

Our UMOCA Master Plan efforts, realized through a series of small, phased projects, are part of our five-year Strategic Plan. The first among the five goals is: WE ARE KNOWN & VISIBLE. It boldly states, "We are seen as an iconic cultural center in downtown, with our community knowing UMOCA as THE leader of contemporary art. We see the need and provide both a place for gathering and a platform for dialogue with the varied cultural communities in our state." Among the goals laid out in the UMOCA Strategic Plan, two focus on our physical building. They are:

"Improve UMOCA's street presence, increase activity, and establish immediate recognition of the building as THE contemporary arts and culture institution in downtown Salt Lake City."

"Update exterior sign to better reflect openness... and remodel building with careful and thoughtful strategic upgrades to facilitate visitor navigation and wayfinding to improve visitor and audience experience."

Key implementation tools, as listed in the UMOCA Strategic Plan, state:

1. Establish a facility Master Plan Steering Committee to head efforts.
2. Solicit RFQ / RFP to design professionals to undertake master planning effort
3. Include County / County representative at key milestones to confirm buy-in
4. Initiate capital campaign(s) based on findings
5. Development of preliminary marketing collateral in collaboration with design professional
6. Improved signage and infrastructure to accommodate a diverse array of visitors.

Thus, as stated in our UMOCA Strategic Plan—based on findings and interviews from community members from around the county—a key part of UMOCA's vision and mission is physical building upgrades, both interior and exterior. Ultimately, the building upgrades will help us better serve and impact the community and the tens of thousands of visitors who come to UMOCA each year.

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

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

The Utah Museum of Contemporary Art is a financially trustworthy organization that operates with a no-waste approach to resources and is in its healthiest financial position in decades. We have an annual budget of \$1,000,000 and currently have a full year's operating expenses in reserve. The museum was recently awarded an appropriation from the State Legislature in the amount of an additional \$1,000,000 for this project. The UMOCA board is committed to investing in fundraising efforts, and we have strong relationships with long-time philanthropic supporters who have committed to supporting and investing in this project. From a scalability perspective, UMOCA has been thoughtful in terms of budget on strategic growth and achievable capital campaign projections based on needed and programmatic improvements. From a fiscal health perspective, UMOCA is in great financial standing. Additionally, UMOCA plans to roll out upgrade projects in a phased, prioritized approach as funding sources are secured and finalized, rather than incurring debt service. As a result of this phased approach, we will have enough cash-in-hand to facilitate this growth and construction.

UMOCA Finance Committee will manage the expenditures, and our UMOCA Master Plan Steering Committee will be managing the construction project and will work with the construction control group to ensure the project stays on track, on time, and within budget.

10. Document your ability to raise additional project funds.

The museum has secured funding from the Utah State Legislature. Additional funding may come from SL County TRCC, and capital fundraising of private dollars through foundations our organization has long-standing relationships with. The UMOCA board will work with UMOCA staff to meet with donors and secure funding for the project. We have met with key donors, including the Sam and Diane Stewart Family Foundation, the Jarvis and Constance Doctorow Family Foundation, Kahlert Foundation, Call Foundation, the Hemingway Foundation, the Jeff and Helen Cardon Foundation, and the Price Family Foundation, among others. They have all expressed support of the project, have previously shown a deep investment in our organization, and have recommended our organization submit the project for approval via their foundation application process. Additionally, UMOCA board members have pledged deeper support, not just of operations but of our capital campaign efforts. We will also work with outside development firms to help secure private fundraising dollars and to discuss our strategic approach to our capital campaign; we are in early conversations with two agencies. Lastly, in conversation with consultants and builders, we have been modest in our overall capital goals and our phased scope and believe our fundraising efforts are attainable within the current economy and that these targeted changes will have large and lasting programmatic effects on SL County residents, artists, and audiences.

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

With interior and external facility upgrades, we anticipate that more people will see the museum as an iconic location and it will increase visitation. Current average at-the-door donations is \$275k/yr. 80% of 100+ people and institutions carefully interviewed during strategic planning identified visibility and awareness as UMOCA's most pervasive problem and need. If we assume that UMOCA's audience could grow by 100-200% based on visibility/imageability/marketing improvements alone, then UMOCA should expect to see visitation grow to 120-180k unique annual visitors—largely serving Salt Lake County. If we assume average donation rate was maintained, we could expect a minimum gain of an additional \$275k/yr at-the-door donation revenue. If an additional \$275k/yr in visitor donation revenue is realized per year, over a five-year period, the additional anticipated revenue would be a gain of \$1.3 million.

We also believe there will be significant operational and maintenance savings from cost and energy efficient upgrades that will be built to durability standards and cost less to operate and maintain than dated and worn-out spaces whose repair is costly.

Project Details

12. Please specify type of funding you are requesting

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

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services

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

14. Goals and objectives of consulting services

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

15. Scope of Work, including expected deliverable and timeline

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

16. Payment schedule for the work and expenses.

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

17. What is the site location of your project?

Please provide as specific of location details as possible.

Utah Museum of Contemporary Art, 20 S West Temple St. Salt Lake City, UT 84101

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

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

UMOCA is in the heart of downtown Salt Lake City at 20 S. West Temple Salt Lake City, UT 84101. Constructed in 1977 by Price Construction as part of the Bicentennial Art Complex, the 17,386 square foot two story facility includes a lobby, courtyard, art shop, 155 seat auditorium, office space and several galleries. The museum also features spaces for events and rentals, and studio space for artists-in-residence. The museum is leased to UMOCA by Salt Lake County.

19. Scope of Work, including expected deliverable and timeline

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

We hope to begin projects on the interior renovations as early as mid-2023. The other phases, including exterior upgrades, will come in 2024/2025 as final design concepts are completed, allowing us to fully raise necessary funds.

Q4 2022: Begin schematic studies for interior prioritized phased improvements in concert with SL County Arts and Culture feasibility study and improvements.

Q1 2023: Begin RFA for exterior design upon approval of concepts provided by VODA Landscape + Planning

Mid-2023: Shovel ready for phased interior construction begins based on prioritizes set by the UMOCA Master Plan Steering Committee in conversation with SL County Arts and Culture Master Plan, leadership, the SL County UMOCA building feasibility study.

Q4-2024: Finalized schematic of façade improvement and construction for façade improvements begins

Q4-2025: Begin schematic studies for sunken plaza/courtyard/public art installation phased improvements in concert with SL County Arts and Culture feasibility study and begin RFA upon approval of concepts provided by VODA design

Q2 2026: Construction for courtyard improvements begins.

Q4 2028-2030: Target completion date for UMOCA Master Plan building and completion of the project

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

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

Future capital maintenance and operating expenses will be covered by UMOCA according to terms of lease using increased funds from visitation.

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

UMOCA Master Plan Steering Committee at the request of the UMOCA Executive Committee have contracted with Mark Morris of VODA Landscape + Planning, who have extensive experience on designing and executing large scale renovation projects, including both private and public. Expertise on the UMOCA Master Plan Steering Committee include Architect Hannah Vaughn, VY Architecture; Derek Allen, principal, and founder of Landforge, an urban redevelopment business; SL County Arts and Culture director, Matt Castillo; and Holly Yocum, of Pathway and Associates, as well as UMOCA staff, its executive director and curator, who deeply understand of our building and organization's programming, uses, and sources. UMOCA will also work to build public by-in through our work with the Master Plan Advisory Committee, whose body represents a large swath of SL County leaders and community members.

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

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

UMOCA has been working over the last year to develop a facility and site Master Plan for the next generation of UMOCA visitors. With no major improvements to the building since its construction in 1977, the UMOCA Master Plan addresses modern space needs for the interior of the museum, as well as significant site improvements for improved visibility of the museum.

This UMOCA Master Plan addresses many issues with the building, but also creates a vision for how the museum could become a more integral part of a visit to downtown Salt Lake City, whether from out of state tourists or from residents of Salt Lake County looking for a unique experience.

The UMOCA Master Plan develops schematic interior programming for updates to the museum interior through improvements such as wayfinding, navigation, and added gallery space; and exterior through increasing the iconic downtown landscape through dynamic public art located in the cross-section of the most significant cultural corridors in the state (Temple Square, Abravanel Hall, City Creek, and the Salt Palace all within walking distance of the Vivint Arena). As development investments are made in this area, thus increasing foot traffic and visitation, SL County can invest in, improve, and increase the reach of its arts offerings it has long supported.

The attached documents show schematic concepts for those interior and exterior improvements and high-level design approaches to those spaces.

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

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

See attached financial and planning documents

24. Type of tourism promotion services

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

25. Goals and objectives of tourism promotion services

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

26. Scope of Work, including expected deliverable and timeline
-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses
-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

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

[download template](#)

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

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

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

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

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

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

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

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

TOURISM PROMOTION (REQUIRED): Detailed project budget

Required? Attached Documents *



[TRCC Project Budget Worksheet](#)



[2020 Budget](#)

[2021 Budget](#)

[2022 Budget](#)



[Letter of Support_Visit Salt Lake](#)

[Letter of Support_Symphony](#)

[Letter of Support_Downtown Alliance](#)

[Letter of Support_Diane Stewart](#)

[Attendance Reports](#)

[UMOCA Annual Report](#)

[Consultant Budget Estimate](#)

[SL County Lease](#)

[Master Plan](#)

[UMOCA Master Plan](#)

[Facility Condition Assessment](#)

[Building Isolation Study](#)

[Building Isolation Study](#)

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

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